

# The Unified Government of Athens-Clarke County

## SPLOST 2020 Program

### Oversight Committee Meeting Agenda

March 17, 2025 @ 6:00 p.m. In-Person at Athens-Clarke County Cooperative Extension

Public Viewing of Meeting at: <https://youtube.com/live/XifCOPZael4?feature=share>

**NOTE:** The Oversight Committee meeting is open to the public. However, public comments are not received at the committee meeting. All reports are draft.

*The full agenda and attachments can be found at:*

<https://www.accgov.com/Calendar.aspx?EID=27804>

1. **Welcome / Comments – Welcome / Roll Call:** Dr. Shannon Brooks (Chair)\_\_\_ Adam Shirley (Vice-Chair)\_\_\_  
Laura Carter\_\_\_ Sara Beresford\_\_\_ Jennifer Zwirn\_\_\_ Jim Weck\_\_\_ Shane Blackwell\_\_\_  
Dr. Marilyn Wolf-Ragatz\_\_\_ Frances Hughes\_\_\_  
  
**Staff:** Keith Sanders, SPLOST Project Administrator  
Mike Matthews, Airport Director  
Melissa Byler, SPLOST Program Support Specialist
2. **Meeting Minutes Review and Approval**
  - February 27, 2025
3. **Committee Actions:**
  - SPLOST 2020 Project 30, FAA and GDOT Grant Approval to purchase a new Aircraft Rescue and Fire Fighting Vehicle & Equipment
  - SPLOST 2020 Project 09, Mobile Medical Facility - Proposed Project Concept and MOU Framework
4. **Old/Other Business**
  - BAC Feedback Letter
5. **Review of SPLOST Program Monthly Reports**
  - SPLOST 2011 Monthly Project Updates
  - SPLOST 2020 Monthly Project Updates
  - SPLOST 2020 Revenue/Expenditure Reports
  - SPLOST 2005 Expenditure Report
  - SPLOST 2011 Expenditure Report
6. **Next Meeting Date** – Tentatively Monday April 21, 2025, 6:00 P.M.
7. **Adjournment**

#### Attachments:

- Draft Minutes from previous meeting
- Action Item(s) as listed above
- BAC Feedback Letter
- SPLOST 2011 Monthly Project Update
- SPLOST 2020 Monthly Project Update
- SPLOST 2020 Program Revenue Report
- SPLOST 2020 Program Expenditure Report
- SPLOST 2005 Program Expenditure Report
- SPLOST 2011 Program Expenditure Report



**Meeting Minutes**  
**ATHENS-CLARKE COUNTY**  
**SPLOST 2020 OVERSIGHT COMMITTEE**  
**February 17, 2025 6:00 P.M.**  
**In-Person w/Live Stream Meeting**

<https://youtube.com/live/o1KWLiWbDHI?feature=share>

**MEMBERS PRESENT:** Dr. Shannon Brooks (Chair), Laura Carter, Sara Beresford, Jim Weck, Dr. Marilyn Wolf-Ragatz, Frances Hughes

**MEMBERS ABSENT:** Adam Shirley (Vice-Chair), Jennifer Zwirn, Shane Blackwell,

**STAFF PRESENT:**

Keith Sanders, SPLOST Program Administrator  
Liz Mann, SPLOST Program Support Specialist

**GUESTS:** None

**GENERAL BUSINESS**

Dr. Shannon Brooks called the meeting to order at 6:00 p.m., welcomed the members in attendance and thanked them for being present.

**MEETING MINUTES REVIEW AND APPROVAL**

Laura Carter made a motion to approve the minutes from January 27, 2025, with a second from Jim Weck. The Committee voted unanimously to approve these minutes.

**COMMITTEE ACTION ITEMS**

SPLOST 2020 Project 27, Facilities Equipment Systems Replacement Sub-Project #4 – Proposed Project Concept

**Discussion:** Keith Sanders discussed the Proposed Project Concept and outlined changes in budget allocation and additional facilities receiving maintenance as a result. The committee discussed the Project Concept.

**Motion made** by Sara Beresford to confirm that the Project Concept for SPLOST 2020 Project 27, Sub-Project #4, as presented, is consistent with the Initial Project Statement for SPLOST 2020 Project 27, Facilities Equipment Systems Replacement.

**Motion seconded** by Laura Carter. The motion carried unanimously.

**OTHER BUSINESS**

- Keith Sanders reviewed the SPLOST 2011 & 2020 Monthly Updates, SPLOST 2020 Revenue/Expenditure Report and the SPLOST 2005 & 2011 Expenditure Reports with the Committee. Keith Sanders took questions from the Committee.

**OTHER BUSINESS**

- The next meeting is scheduled tentatively for Monday, March 17, 2025, 6:00 P.M.

*The above summation is an interpretation of the items discussed and decisions reached at the above-referenced meeting, not a transcript of the meeting. A digital recording of the meeting is available upon request. Anyone desiring to add to, or otherwise correct the minutes, is requested to return written comments to the Capital Project Director by the date of the next meeting.*

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Keith D. Sanders  
SPLOST Program Administrator



Attachments: NONE

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY  
OVERSIGHT COMMITTEE ACTION ITEM**

**SUBJECT:** FAA and GDOT Grant Approval to purchase a new Aircraft Rescue and Fire Fighting Vehicle & Equipment, SPLOST 2020 Project 30 Airport Capital Improvements

**DATE:** March 11, 2025

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**EXECUTIVE SUMMARY:**

This grant is for FAA and GDOT funding on a new Aircraft Rescue and Fire Fighting Vehicle and Equipment. The funding is from BIL money, Bi Partisan Infrastructure Law, SPLOST and future FAA funding upon completion of the vehicle. The process will take 2 years or less to build the vehicle.

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**BUDGET INFORMATION:**

REVENUES:	\$ 881,000	FAA AIG / BIL Grant
	\$ 48,945	GDOT Aviation Program Grant
	\$ 48,945	SPLOST 2020, 30 - Airport Capital Improvement
	\$ 295,000	FY 2025 FAA AIG Grant (anticipated funding)
		*SPLOST 2020 funding to be used until reimbursed
	<u>\$ 150,000</u>	<u>FY 2027 FAA Entitlement Funds available at completion</u>
	\$1,423,890	Total Available Funding

**EXPENSES:**

CAPITAL:	<u>\$ 1,409,531</u>	<u>Purchase Price for Vehicle and Equipment</u>
	\$ 1,409,531	Total Cost for Vehicle and Equipment

**FUNDING SOURCE:** Federal Aviation, Georgia Department of Transportation, SPLOST

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**COMMITTEE ACTION REQUESTED ON: March 17, 2025**

**PURPOSE & REQUESTED COMMITTEE ACTION:**

To request that the TSPLOS 2023 Oversight Committee:

- a. Confirm that the Project Concept for Project 30 Airport Capital Improvements, as generally shown in **Facts & Issues #9**, is consistent with the Initial Project Statement for Project 30 Airport Capital Improvements.

**OR**

- b. Deny that the Project Concept for Project 30 Airport Capital Improvements, as generally shown in **Facts & Issues #9**, is consistent with the Initial Project Statement for Project 30 Airport Capital Improvements.

**OR**



c. Committee defined option

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**HISTORY:**

1. In 2005, The current ARFF truck was purchased.
2. In 2006, the current truck was delivered to the airport and was put into service.
3. On November 5, 2019, the voters of Athens – Clarke County approved the SPLOST 2020 Program Referendum, which included SPLOST 2020 Project #30 – Airport Capital Improvement Project.
4. On February 2, 2021 the M&C approved an ordinance establishing SPLOST 2020 Capital Projects budgets, which included the SPLOST 2020 30 - Airport Capital Improvement Project.
5. In November 2021, President Biden signed the Bipartisan Infrastructure Law, (BIL), later changed to Airport Infrastructure Grants, (AIG), into law allocating roughly \$1 trillion to upgrade transportation infrastructure. Athens – Ben Epps Airport would receive \$295,000 of this money each year for 5 years starting in 2022 and ending in 2026
6. On August 19, 2024, the airport received a Tentative Allocation Letter from GDOT informing the airport of the funding opportunity to purchase the ARFF vehicle and equipment.

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**FACTS & ISSUES:**

1. The Initial Project Statement for SPLOST 2020 Project 30 – Airport Capital Improvement Project reads as follows:  

**Project # 30 - Airport Capital Improvements Project:** *This project will provide funding for airport related capital improvement projects at the Athens-Ben Epps Airport as listed in the Airport's Capital Improvement Plan, as may be amended from time to time. Depending upon costs and funding availability, examples of eligible sub-projects may include, but not be limited to, the following: New Airport Parking Lot; improvements to the paving on runways, taxiways, and/or aprons; Runway Obstruction Clearing on RWY 9/27 to include Perimeter Fencing; Commercial Terminal Baggage Claim (Carousel) & Rental Car Build Out; Commercial Terminal Pavement Improvements; Runway 9 Displaced Threshold Improvements; Aviation Easement Acquisition and Obstruction Mitigation; Hangars for Daytime and Overnight Transient Aircraft; and, related stormwater and other general infrastructure improvements. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*
2. new truck will be used in addition to the existing truck for added safety and backup to enhance the fire capacities required by the FAA and our FAA Part 139 certificate.
3. The Georgia Department of Transportation and the Federal Aviation Administration are wanting to enter into a Grant Contract to fund the equipment, **Attachment #1.**

4. Ten-8 Fire & Safety is the area Oshkosh Dealer /Representative and will be used to purchase the vehicle and equipment, **Attachment #2**.
5. Due to the current production schedule from the manufacturer, the vehicle will take two years to build once a deposit is paid.
6. The Grants allotted to each airport vary by the FAA classification and size of the airport and is set to be approved each year by Congress to span 2022-2026. Athens – Ben Epps Airport has been granted \$295,000 for each of these years. The money has been available for the airports to use when they are ready to accept at any point with an approved project or purchase.
7. Congress has currently approved the 2022, 2023 and 2024 AIG/BIL Grants and made it available for Athens – Ben Epps Airport to make the initial down payment on the ARFF vehicle and equipment.
8. GDOT has notified Athens – Ben Epps Airport, by sending a Tentative Allocation Letter, that they would like us to use the first three years of this money to initiate the build of the vehicle and anticipate the 2025 and 2026 grant money to be awarded upon approval by Congress for those years.
9. The noted \$295,000 from SPLOST 2020, 30-Airport Capital Improvements, will be used for the initial purchase and deposit of the vehicle and equipment but will be reimbursed upon the anticipated award of the 2025 AIG / BIL Grant. Use of the funding for this purpose, both the upfront reimbursable funding and the 5% match (F&I 10), will serve as the Proposed Project Concept.
10. The initial funding of this grant will be used as a large down payment to pay for the majority of the equipment and allow the airport to receive a substantial discount of \$58,065.00 due to the down payment amount.
11. The estimated funding share will be FAA at 95%, GDOT at 5% and the airport at 5%.
12. The remaining balance will be paid from future FAA/GDOT grants, as listed in the Revenue block of this Agenda Item, after the estimated two-year time frame for the production of the truck.
13. This project is included in the Airport's Capital Improvement Plan and is eligible for FAA Airport Improvement Program grants and GDOT Aviation Program grants.
14. The Federal Aviation Administration requires the airport to have adequate fire support on the airport during Commercial and Charter operations.

15. In addition to the many private and corporate aircraft that come in on a daily basis, the airport averages four to six commercial / charter flight operations weekly that require Aircraft Rescue and Fire Fighting support.
16. The FAA requires the airport to be on standby 30 minutes prior to the flight landing and 30 minutes after the flight takes off. During a crash event, the FAA also requires a response time of three minutes from the time the airport fire station gets the crash call to the time the ARFF truck gets to the scene and starts spraying foam on the downed aircraft. Having equipment that is in top working condition is essential to the operations of the airport.
17. The Airport and ACCGov Purchasing Department intend to use Sourcewell with purchase of the vehicle and equipment. Sourcewell is an independent agency that acts as a bridge between governmental agencies and the vendors that offer goods. Sourcewell handles the proper bidding process with participating vendors from all over the country. Oshkosh and ACCGov participate in the Sourcewell program.
18. In the event that Sourcewell is not available to use in the purchase of the vehicle and equipment, the airport will work with ACCGov Purchasing to bid out the truck and equipment in-house.

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**DEPARTMENT:**

Prepared by: Mike Mathews



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Josh Hawkins, Capital Projects Director

3/11/2025

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Date:

**ATTACHMENTS:**

Attachment 1 – ARFF GDOT Grant

Attachment 2 – ARFF Equipment Proposal – Ten 8

Attachment 3 – Budget Ordinance – Aircraft Rescue and Fire Fighting Vehicle & Equipment

Revised March 4, 2025

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP025-9089-44(059)  
PID - T008994

CLARKE

**\*\*LIMITED PARTICIPATION\*\***

STATE OF GEORGIA

FULTON COUNTY

THIS CONTRACT made and entered into on \_\_\_\_\_, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

AIRCRAFT RESCUE & FIREFIGHTING VEHICLE - PHASE 1 AT THE  
ATHENS-BEN EPPS AIRPORT IN ATHENS, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T008994/AP025-90XX-44(059) CLARKE prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(3) This contract is accepted with the express understanding that no person, firm, corporation, or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is NINE HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT and 89/100 Dollars (\$978,888.89). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is NINE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED FORTY-FOUR and 44/100 Dollars (\$929,944.44). This amount may be comprised of a combination of AIP and or AIG funds, and or state funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its 95% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(4.2.2) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is NINE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED FORTY-FOUR and 44/100 Dollars (\$929,944.44) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of FORTY-EIGHT THOUSAND NINE HUNDRED FORTY-FOUR and 44/100 Dollars (\$48,944.44) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of EIGHT HUNDRED EIGHTY-ONE THOUSAND and 00/100 Dollars (\$881,000.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of FORTY-EIGHT THOUSAND NINE HUNDRED FORTY-FOUR and 45/100 Dollars (\$48,944.45).

(4.2.3) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is ZERO and 00/100 Dollars (\$0.00) as summarized in Exhibit A. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its percentage or pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less.
2. It is further understood that the SPONSOR'S local share of the Project is in the amount of ZERO and 00/100 Dollars (\$0.00).
3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.4) It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.5) It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

(4.3) Progress Payments. Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

(4.4) Records. The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, and acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated August 19, 2020, hereinafter jointly referred to as the

"STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(5.3) FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSOR shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSOR shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSOR shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The SPONSOR will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSOR must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSOR entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
  - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g.,



subcontracts).

(d) Special Conditions. Reserved unless applicable.

(e) Trafficking in Persons. SPONSOR must post the contact information of the National Human Trafficking Hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms, in accordance with applicable Grant Conditions.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

☐ shall obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

(a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile

Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

(b) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

(c) Professional Liability (Errors and Omissions) Insurance with limits of at least:

- (i) For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (ii) For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iii) For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iv) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this Project. If project-specific coverage is used, these requirements shall be continued in effect for three years following final completion for the Project.

(d) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- a. Name, address, signature, and telephone number of authorized agents.
- b. Name and address of insured.
- c. Name of Insurance Company.
- d. Description of coverage in standard terminology.
- e. Policy number, policy period and limits of liability.
- f. Name and address of the DEPARTMENT as certificate holder.
- g. Thirty (30) day notice of cancellation.
- h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for

such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 20, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) Audit Requirements.

(14.1) State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(14.2) Federal Audit for Sponsors. The SPONSOR must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <https://harvester.census.gov/facweb>. Upon request of FAA, the SPONSOR shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall

require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR is, and shall at all times be, in compliance with the provisions of O.C.G.A. §50-36-4(b), O.C.G.A. §35-1-17 et seq., and O.C.G.A. §36-80-23(b), relating to the "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation," as stated in Exhibit F of this Agreement.

(19) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the DEPARTMENT and SPONSOR(S) are encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(20) The Term of this contract shall be three (3) years from the Effective Date.

(21) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(22) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(23) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the another Party with the terms and conditions of this Agreement.

(24) Continuity. Each of the provisions of this Agreement will be

binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(25) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(26) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(27) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(28) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(29) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(30) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(31) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(32) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized,

in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and  
affixed their seals.

DEPARTMENT OF TRANSPORTATION:

UNIFIED GOVERNMENT OF ATHENS-  
CLARKE COUNTY:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
Treasurer

\_\_\_\_\_  
PRINTED NAME

This Contract approved by

UNIFIED GOVERNMENT OF ATHENS-  
CLARKE COUNTY

at a meeting held at:

\_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
CLERK (SEAL)

\_\_\_\_\_  
Federal ID/IRS #

ATHENS-BEN EPPS AIRPORT  
ATHENS, GEORGIA

EXHIBIT A  
SCHEDULE OF PAYMENTS

GDOT PROJECT NUMBER: AP025-9089-44(059) CLARKE  
PID: T008994

AIRCRAFT RESCUE & FIREFIGHTING VEHICLE - PHASE 1

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
PART 1 FEDERAL FUNDS FY24 (BIL) - SBGP-080-2024								22199		01250
1	FAA	Acquire Aircraft Rescue & Fire Fighting Vehicle	Each	1	\$978,888.89	\$978,888.89	90%	\$881,000.00	5%	\$48,944.44
		Total Part 1 Federal Funds				\$978,888.89		\$881,000.00		\$48,944.44
		Total Project Cost				\$978,888.89		\$881,000.00		\$48,944.44

<u>FAA Federal Grant and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Code</u>
3-13-SBGP-080-2024	9/5/2024	\$881,000.00	22199	AVBL
STATE FY25	N/A	<u>\$48,944.44</u>	01250	AVIA
Total Maximum Obligation of Federal and State Funds this Contract:		\$929,944.44		



## EXHIBIT B

### CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY whose address is 301 COLLEGE AVENUE, ATHENS, GA 30601, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

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

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



## EXHIBIT C

### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>Contractor's Name:</b>	UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	T008994/AP025-9xxx-44(059) Clarke Aircraft Rescue & Fire Fighting Vehicle at the Athens-Ben Epps Airport in Athens, GA

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor 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:

47452

Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

7/16/2007

Date of Authorization

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

Name of Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

## EXHIBIT D

### CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
  - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
- (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: \_\_\_\_\_

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

Position: \_\_\_\_\_

Company: UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

## **EXHIBIT E**

### **FAA Airport Sponsor Assurances**

FAA Airport Sponsor Assurances shall begin on the following pages.



**FAA  
Airports**

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.



- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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**FOOTNOTES TO ASSURANCE (C)(1)**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

## **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for



which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **([Selection Criteria: Sponsor Name])**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.
  1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



## EXHIBIT F

### CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

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Signature of Authorized Officer or Agent

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Printed Name of Authorized Officer or Agent

---

Title of Authorized Officer or Agent

---

Date

Form Date - May 10, 2024

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EXHIBIT F

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 section 1352, title 31, U.S. Code. 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.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION		
UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix: <input type="text"/>	* First Name: <input type="text"/>	Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>	
* Title: <input type="text"/>		
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>	

## ATTACHMENT 1

Department of Transportation  
State of Georgia

FEBRUARY 10, 2025

### SPECIAL PROVISIONS

AIRPORT PROJECT NO. T008994/AP025-90XX-44(059) CLARKE

AIRCRAFT RESCUE & FIRE FIGHTING VEHICLE AT THE ATHENS-BEN EPPS AIRPORT IN ATHENS, GA

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S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
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108-1-01-SP	Prosecution and Progress
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109-1-01-SP	Measurement and Payment
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*First Use Date 2021 Specifications: April 16, 2021*

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
  
SPECIAL PROVISION**

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**Section 108—Prosecution and Progress**

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*Retain Subsection 108.03 except as modified below:*

**For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.**

*First Use Date 2021 Specifications: April 16, 2021*

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
SPECIAL PROVISION**

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**Section 109—Measurement & Payment**

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**Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:**

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

**ATTACHMENT 2**  
**SPECIAL CONDITIONS**



## Equipment Proposal

Proposal # 7843

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

**Date:** January 29, 2025 ("Proposal Date")      **Customer:** Athens-Ben Epps Airport ("Customer")

**Customer Address:** 1010 Ben Epps Drive, Athens, Ga. 30605

Qty	Product Description & Options	Price
1	<b>Oshkosh Striker 4 X 4 Aircraft Rescue Fire Fighting Vehicle (ARFF)</b> Pricing based on the specifications provided.	<b>\$1,382,596.00</b>
1	<b>Prepay option:</b> Discount based on payment of \$1,125,000.00 at order placement Apparatus cost with prepay discount	 ( <b>\$58,065.00</b> ) <b>\$1,324,531.00</b>
1	<b>Extrication tools and loose equipment</b>  <b>Apparatus cost with prepay discount:</b> <b>\$1,324,531.00</b> <b>Extrication tools and loose equipment:</b> <b>\$85,000.00</b> <b>Prepay amount:</b> <b>(\$1,125,000.00)</b> <b>Balance due at final delivery and acceptance:</b> <b>\$284,531.00</b>	     <b>\$85,000.00</b>
<b>Total:</b>		<b>\$1,409,531.00</b>
<b>** Pricing is subject to change as follows:</b> (a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price. (b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.		

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 17-19 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

**Other:** Purchased under Sourcewell contract # 113021-OKC. Revisions to the specifications provided, could result in changes to the final cost as well as an adjustment to the prepay discount. Pricing valid through April 4<sup>th</sup>, 2025

Unless accepted within 65 days from date of proposal, the right is reserved to withdraw this proposal.

*Order continues on immediately following page.*

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

**INTENDING TO CREATE A BINDING AGREEMENT**, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

**Customer:** Athens-Ben Epps Airport

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

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

Print: \_\_\_\_\_

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

**Ten-8 Fire & Safety, LLC**

By: 

Title: **Authorized Sales Representative**

Print: **Guy R. Binion**

Date: **January 29, 2025**



**EXHIBIT A**

**PROPOSAL OPTION LIST**

**SEE SPECIFICATIONS PROVIDED**

**EXHIBIT B**  
**WARRANTY**

**SEE SPECIFICATIONS PROVIDED**

**EXHIBIT C**  
**PURCHASING TERMS AND CONDITIONS**

## **PURCHASING TERMS AND CONDITIONS**

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

### **1. Definitions.**

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

2. **Purpose.** This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
3. **Term of Agreement.** This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. **Purchase and Payment.** Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. **Representations and Warranties.** Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. **Cancellation/Termination.** In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
  - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

**Mike Mathews**

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**From:** Binion, Guy <[gbinion@ten8fire.com](mailto:gbinion@ten8fire.com)>  
**Sent:** Wednesday, February 12, 2025 9:43 PM  
**To:** Mike Mathews  
**Cc:** Alton Brent  
**Subject:** [EXT]Revised Contract  
**Attachments:** Athens Ben Epps Contract R.pdf

**EXTERNAL SENDER:** This email originated from outside of the organization.

**Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Mike,  
Attached is the revised contract with the extrication tools and loose equipment added. This allowance is based on the TNT brand of extrication tools, hose, nozzles, and Motorola radio Alton and I discussed. Also, I have made the contract out to Athens-Ben Epps Airport. If this should be another entity such as the Board of Commissioners, etc. please advise the name and address and I can make the change. If you need any other revisions to the way I have shown the pricing breakdown, just let me know.

Thanks,  
Guy



**Guy Binion**  
**Sales Representative | Ten-8 Fire & Safety**  
phone: 706-302-7218  
[gbinion@ten8fire.com](mailto:gbinion@ten8fire.com) | [Ten8Fire.com](http://Ten8Fire.com)

**Celebrating 40 years of "In service to serve you!"**  
**1985-2025**



**Attachment #3**

**AN ORDINANCE TO AMEND THE FY2025 OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE GRANT FUNDING, IF AWARDED, FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) AND GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) BIPARTISAN INFRASTRUCTURE LAW (BIL) GRANT PROGRAM FOR PURCHASE OF AN AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLE AND EQUIPMENT; AND FOR OTHER PURPOSES.**

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

SECTION 1. The Commission of Athens-Clarke County, Georgia desires to amend the Grants Special Revenue Fund to provide grant funding, if awarded, from the FAA and GDOT BIL Grant for purchase of an aircraft rescue and fire fighting vehicle and equipment. Said Operating budget is hereby amended as follows:

**Grants Special Revenue Fund:**

## REVENUES:

## Increase:

FAA AIG/BIL Grant (Awarded)	\$881,000
GDOT Aviation Program Grant (Awarded)	\$48,945
FAA AIG/BIL Grant	\$400,500
GDOT AIG/BIL Grant	\$22,250
Transfers from Airport Enterprise Fund	<u>\$22,250</u>

Total \$1,374,945

## EXPENDITURES:

## Increase:

Airport	
Capital Expense	\$1,374,945

**Airport Enterprise Fund:**

## REVENUES:

## Increase:

Use of Net Position	\$22,250
---------------------	----------

## EXPENDITURES:

## Increase:

Transfer to Grants Fund	\$22,250
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SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.



**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY  
OVERSIGHT COMMITTEE ACTION ITEM**

**SUBJECT:** SPLOST 2020 Project 09, Mobile Medical Services Facility Project, Proposed Project Concept

**DATE:** March 6, 2025

**BUDGET INFORMATION:**

REVENUES:

\$	490,000	Total Revenue SPLOST 2020 Project 09
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EXPENSES:

CAPITAL:

\$	3,800	Expensed & Encumbered
\$	16,000	Designated Misc./PM Fees/ Testing Permitting
\$	49,000	Designated Contingency
\$	421,200	Available for Mobile Medical Facility

OPERATIONAL: \$0

FUNDING SOURCE:

CAPITAL: SPLOST 2020 Project 09

OPERATIONAL: General Fund

**COMMITTEE ACTION REQUESTED ON:** March 17, 2025

**PURPOSE & REQUESTED COMMITTEE ACTION:**

To request that the TSPLOS 2023 Oversight Committee:

- a. Confirm that the Project Concept for Project 09, Mobile Medical Services Facility Project, as generally shown in **Attachment #1**, is consistent with the Initial Project Statement for Project 09, Mobile Medical Services Facility Project.

**OR**

- b. Deny that the Project Concept for Project 09, Mobile Medical Services Facility Project, as generally shown in **Attachment #1**, is consistent with the Initial Project Statement for Project 09, Mobile Medical Services Facility Project.

**OR**

- c. Committee defined option

**HISTORY:**

1. On August 6, 2019, M&C approved the SPLOST 2020 project and budget; adopted a resolution calling for a referendum on November 5, 2019.

2. On November 5, 2019, Athens-Clarke County (ACC) voters approved the SPLOST 2020 Program Referendum. This Referendum included the Mobile Medical Services Facility (SPLOST 2020 Project 09).
3. On February 18, 2025, the User Group voted to forward the Proposed Project Concept List as shown in **Attachment #1**, to the M&C for consideration.

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**FACTS & ISSUES:**

1. The Initial Project Statement of SPLOST 2020 Project 09 reads as follows;  
***Mobile Medical Services Facility** - This project will provide funding for the purchase and equipping of a mobile medical services facility. It is anticipated that the facility would be purchased in conjunction with one or more public or private partner(s) that may function to provide additional capital funds, if needed, to the project to support SPLOST funding and that the partner(s) would provide all of the operational funding for the facility. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*
2. The Proposed Project Concept for the Mobile Medical Services Facility (**Attachment #1**) proposes to provide additional medical services to the underserved, in the form of screening and treatment by way of prevention and diagnosis consultations, medications, an extension of the Community Care Clinic, and improve access to the community residents through the purchase, use and operation of a mobile medical services vehicle.
3. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
  - Good Neighbor Goal, Strategy D: *Propel community transformation by prioritizing the development of inclusive and inviting spaces that promote both physical and psychological well-being.*

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**DEPARTMENT:** Department of the Manager – SPLOST Program Management  
 Prepared by: Keith Sanders for




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Josh Hawkins, Capital Projects Director

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03/07/2025

Date:

**ATTACHMENTS:**

Attachment #1: Project Concept List

# SPLOST 2020 Project 09 – Mobile Medical Services Facility Project

## Potential Project Concept

March 5, 2025

### Approved SPLOST 2020 Project Statement:

*This project will provide funding for the purchase and equipping of a mobile medical services facility. It is anticipated that the facility would be purchased in conjunction with one or more public or private partner(s) that may function to provide additional capital funds, if needed, to the project to support SPLOST funding and that the partner(s) would provide all of the operational funding for the facility. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.*

### Proposed Project Concept

- The Proposed Project Concept proposes to provide additional medical services to the underserved, in the form of screening and treatment by way of prevention and diagnosis consultations, medications, an extension of the Community Care Clinic, and improve access to the community residents through the purchase, use and operation of a mobile medical services vehicle.
- There would be an emphasis on early diagnosis and treatment to prevent community members who are challenged to access traditional medical services with the intent to prevent their condition from being chronic and threatening to their health.
- Services could be provided through the graduate curriculum of the medical residents, as well as the six registered nurses who are certified health educators, who might further partner with other local entities for additional access, such as the Council on Aging.
- Services could range from:
  - Education and Awareness
  - Simple examinations like blood pressure checks, waist circumference, skin cancer checks, rashes, feet, circulation.
  - Administer flu shots and vaccinations,
  - Provide expectant mothers with initial and periodic prenatal and postnatal care and checkups.
  - Simple Laboratory analysis and specimen collection – blood sugar or or other blood-related work, specimen collection, A1c and blood sugar checks with finger sticks, otherwise labs.
  - Distributing common medications, however there would be no narcotics or pain medicines maintained within the vehicle for safety purposes.
  - Telemedicine consultation.
  - In person physician – which can be of tremendous help to those who are housebound, or transportation challenged.
  - Physician appointment scheduling

### Proposed Partnering Process

- The State of Georgia recognizes Piedmont Athens Regional Medical Center (PARMC) as a primary provider of disproportionate share of care of uninsured/underinsured in

Athens-Clarke County and the 17-county region, and PARMC is further and officially known as a “Safety Net Hospital.”

- Using the SPLOST 2020 Project #09, Mobile Medical Facility Services Facility Project, the Unified Government of Athens-Clarke County (ACCGov) will transfer the entirety of the project funds to the Hospital Authority through an intergovernmental agreement.
- The Hospital Authority will in turn enter into an agreement with the Piedmont Athens Regional Foundation to convey the funds to enable PARMC to purchase a mobile medical vehicle.
- In this agreement and using the SPLOST funds, PARMC agrees to purchase, outfit, maintain and store the vehicle, and pay for registration, taxes, and, vehicle insurance.
- PARMC further agrees to staff and operate the vehicle in line with the understanding below.
- PARMC would provide all service, supplies, insurances, and equipment needed for the operation of the Mobile Medical Facility. Medical services would be through the graduate curriculum of the medical residents, as well as the six registered nurses who are certified health educators, who might further partner with other local entities
- A voluntary advisory committee would be established to monitor the effective of programs and to provide guidance on needs from the community. This committee would likely consist of members from the Mayor & Commission, the user group, other local medical providers, PARMC, and resident members. This type of partnership has precedent: PARMC successfully worked with local pastors to expand community access in 2021-2022 for COVID-vaccinations.
- The committee would meet quarterly and help advise PARMC on both type and location of need in the community as well as to help serve as a bridge of communication, education and awareness to residents through their respective congregations. The committee could include several local not-for-profit healthcare organizations to assist in reaching different segments of the community.
- PARMC will report performance outcomes from the service semi-annually to ACCGov, the Hospital Authority, and the committee for the term of the agreement as agreed upon.
- PARMC further commits to working with other local healthcare providers, including St. Mary's and local not-for-profit healthcare entities to provide services to these segments of the community through this medium.

#### **Timeline:**

- In keeping with ACCGov SPLOST process and policy, Acting Manager Niki Jones appointed a User Group comprised of community stakeholders and staff.
- The User Group has deliberated and agreed on the Proposed Project Concept presented above. This Proposed Project Concept will be presented to the Mayor and Commission for further consideration and approval.
- ACCGov staff will present this Proposed Project Concept and proposed framework for a MOU to the Mayor and Commission (M&C), potentially as early as the March/April voting cycle.
- Following M&C approval of the Project Concept and the MOU framework, the Manager's Office and Attorney's Office will work with the partners to finalize the terms of the agreement and bring that final agreement back for final approval by the M&C.



March 3, 2025

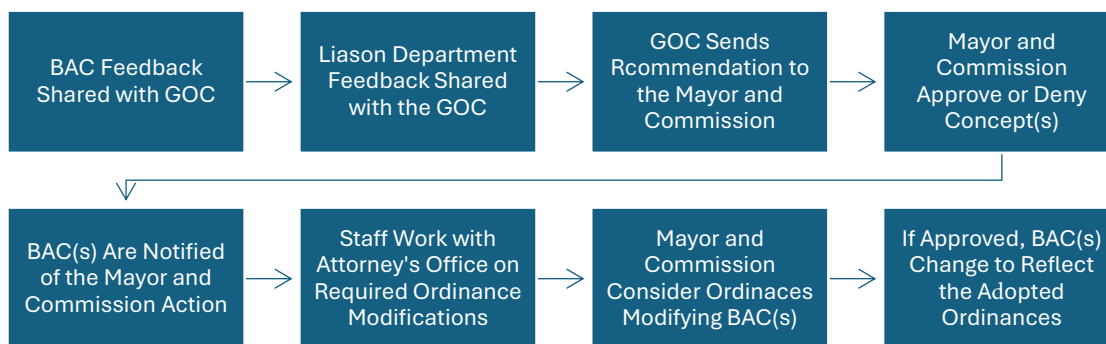
SPLOST 2020 Oversight Committee,

The [Government Operations Committee](#) (GOC) of the Athens-Clarke County Commission is assessing ways to enhance the use of locally appointed Boards, Authorities, and Commissions (BACs). As a part of this discussion, they are evaluating how they might add, combine, or sunset some BACs.

The GOC is evaluating if it is appropriate to convert the [SPLOST 2020](#) and [TSPLOST 2023](#) Oversight Committees from two ad hoc committees appointed by the Mayor into a single Board appointed by the Mayor and Commission. Before making any recommendations to the full body of the Mayor and Commission for consideration, the GOC asks that we seek your feedback on this concept. Within the next thirty days, I request that you work as a body to share any insights pertaining to:

- What benefits do you see from the proposed concept?
- What concerns do you have about the proposed concept?
- Is there any additional information you would like to share with this committee as they consider the next steps?

Please share this feedback with Jeff Montgomery via email at [Jeff.Montgomery@accgov.com](mailto:Jeff.Montgomery@accgov.com). Jeff will compile this information to ensure it is shared with the GOC prior to them making a recommendation to the Mayor and Commission. We will keep you updated on how this process plays out as it pertains to your BAC. Generally, the process will follow the path of:



Thank You,

Andrew Saunders

Interim Assistant Manager

C: Jeff Montgomery, Josh Hawkins

**OFFICE OF THE MANAGER**  
**UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA**





# SPLOST 2011 - Monthly Project Update

For Period Ending **March 01, 2025**

## 04 - Integrated Public Safety/Judicial Information System

Project Manager:	Keith Sanders	Project Sponsor:	Police Department and Judicial Services
Project Status:	Active	Project Phase:	Implementation
Original Budget:	\$2,549,000		
Budget Amendments:	\$ 4,200		
Grants:	\$ 16,450		
Total Project Funding:	\$2,569,650		
Expenses, Encumbered, Designated:	\$2,554,415	99%	
Available Balance:	\$ 15,235		

**Project Details:** Mayor & Commission awarded contract to Pioneer Systems for Magistrate, Probate and Juvenile Courts Dec. 5, 2017.

**Project Update:** The scope of the project remains unchanged but a different product (CMS360) by Catalis will be used. Probate Court has gone live with CMS 360 and Magistrate is expected to go live by July 2025. Anticipate completion of project is late 2025.

## 11 – Athens-Clarke County Library Improvements

Project Manager:	Keith Sanders	Project Sponsor:	ACC Library
Project Status:	Active	Project Phase:	Procurement
Original Budget:	\$2,370,829		
Budget Amendments:	\$ 400,000		
Grants:	\$ 0		
Total Project Funding:	\$2,770,829		
Expenses, Encumbered, Designated:	\$2,346,117	85%	
Available Balance:	\$ 424,712		

## 21 - Public Art Program

Project Manager:	Keith Sanders	Project Sponsor:	Athens Cultural Affairs
Project Status:	Active	Project Phase:	Varies by Sub-Project
Original Budget:	\$403,500		
Budget Amendments:	\$ 0		
Grants:	\$ 0		
Total Project Funding:	\$403,500		
Expenses, Encumbered, Designated:	\$205,326	51%	
Available Balance:	\$198,174		

**Project Details:** Funding for a public art program will provide for the selection and placement of public art within designated areas to include parks, city entrance corridors, green ways, and government buildings. This Program also provides supplemented funding to other sub-projects.

**Project Update:** On March 7, 2023, the M&C approved the SPLOST 2011 Project 21 Proposed Project Concept to supplement the art budget for SPLOST 2020 Bishop Park Project. Consequently, when combined with the \$30,000 of Bishop Park Public Art original funding, the total funding for Bishop Park Improvements Public Art is \$45,000. [Call for Art was issued and proposal are due March 14, 2025.](#)

M&C the approved the Proposed Project Concept to add funding to the Linnentown Walk of Recognition Public Art project that is being done by others on April 02, 2024.

## 22 - Youth and Community Enrichment Facility Partnership

Project Manager:	Keith Sanders	Project Sponsor:	Leisure Services
Project Status:	Active	Project Phase:	Planning
Original Budget:	\$3,002,188		
Budget Amendments:	\$ 0		
Grants:	\$ 0		
Total Project Funding:	\$3,002,188		
Expenses, Encumbered, Designated:	\$ 483,688	16%	
Available Balance:	\$2,518,500		

**Sub-Project Details:** The intent of this project is to provide capital funding for a facility to provide youth and community services. The intent is that staffing and operational expenses are to be provided by a community partner. Funding of \$242,500 is available until July 1, 2017 (FY18) and \$2,611,500 becomes available in July 1, 2018 (FY19). Project Concept was approved by M&C on December 2018. Contract was award to Athens Land Trust by M&C on December 2018.

**Sub-Project Update:**

- **Athens Land Trust has withdrawn from the project. M&C will be presented with other potential options in early 2025.**

## 24 - Infrastructure Improvements for Affordable Housing Programs

Project Manager:	Keith Sanders	Project Sponsor:	HED
Project Status:	Active	Project Phase:	Not Applicable
Original Budget:	\$500,000		
Budget Amendments:	\$ 0		
Grants:	\$ 0		
Total Project Funding:	\$500,000		
Expenses, Encumbered, Designated:	\$366,032	73%	
Available Balance:	\$133,968		

**Project Details:** The funding is to be used for the public infrastructure to service the new development of affordable housing projects.

**Sub-Project #1 – 250 Dublin Street Affordable Housing**

Construction Budget Amount: \$226,032  
Current Phase: Construction

**Sub-Project Details:** The funding is to be used for the public infrastructure to service the new development of affordable housing projects. On October 1, 2019 M&C approved a project concept, from Athens Land Trust, for the affordable housing planned development at 250 Dublin Street and authorized funding of \$226,032.

The Dublin Street project is underway with the water and sanitary sewer work already being completed.

## 26 - Road & Bridge Imp and Replacement Program

Project Manager:	Derek Doster	Project Sponsor:	Transportation and Public Works
Project Status:	Active	Project Phase:	Design
Original Budget:	\$15,153,022		
Budget Amendments:	\$ 642,848		
Grants:	\$ 1,556,917		
Total Project Funding:	\$17,352,787		

Expenses, Encumbered, Designated:

\$17,328,400 99%

Available Balance:

\$ 24,387

**Project Details:** The Road and Bridge Improvement and Replacement program has provided for 10+ distinct sub-projects for various roadway and intersection improvements that were identified in the Long-Range Transportation Plan and the Transportation Improvement Program. Sub-Projects completed include road widening and/or realignment, sight distance improvements, pedestrian and bicycle lane improvements, new signalization, improved alignment of cross streets, various bridge and bridge culvert improvements and repairs, and resurfacing and preventive maintenance of roadways.

#### **Sub-Project #10 – Hawthorne @ Oglethorpe**

**Sub-Project Details:** This project is to improve safety and operations of the intersection of Hawthorne and Oglethorpe Avenues. Improvements may include, but are not limited to, new signalization, reconfiguration of turn lanes, and improvements to bicycle and pedestrian traffic access.

Right-of-way acquisition in progress.

#### **Sub-Project #11 – Chase Street TAP Project**

**Sub-Project Details:** This project is for improvements of multiple intersections along Chase Street and includes lane reconfigurations, multi-use paths, roundabouts and pedestrian improvements.

**Sub-Project Update:** The design team is continuing Preliminary Plans tasks including pavement design, stormwater design, and other associated studies necessary as part of the GDOT Plan Development Process and complimentary of the approved Project Concept (04/02/2024). Completion of the Preliminary Plan Phase is estimated for Spring 2025 upon Preliminary Field Plan Review with GDOT submission January 2025. [Preliminary Field Plan Review package submitted to GDOT in December 2024.](#) [GDOT project update target meeting mid March.](#)

#### **Sub-Project – Fowler Mill Bridge**

**Project Update:** Design team is continuing Preliminary Plans tasks including preliminary bridge design, hydraulic studies, and other associated studies necessary as part of the GDOT Plan Development Process and complimentary of the approved Project Concept (04/02/2024). Completion of the Preliminary Plan Phase is estimated for Spring 2025.

[Preliminary neighborhood traffic, bridge and hydrology report approved by GDOT.](#) [Preliminary Final Plan Review package for GDOT approval in progress.](#)

### **31 - Neighborhood Traffic Management Program**

Project Manager:	Derek Doster	Project Sponsor:	Transportation and Public Works
Project Status:	Active	Project Phase:	<a href="#">Construction</a>
Original Budget:	\$485,000		
Budget Amendments:	\$ 0		
Grants:	\$ 0		
Total Project Funding:	\$485,000		
Expenses, Encumbered, Designated:	\$485,000	100%	
Available Balance:	\$ 0		

**Project Details:** M&C approved a revision to the Neighborhood Traffic Management Program (NTMP) requirements that should allow additional measures to be implemented. On April 17, 2023 the SPLOST 2020 Oversight Committee confirmed that the revised NTMP policy, as a Proposed Project Concept, was consistent with the approved Initial Project Statement and could be used for the remainder of this program's funding at their April meeting.

**Project Updates:** On [January 2, 2024, 2024](#), M&C approved [the Neighborhood Traffic Management Program FY24 Project construction contract award to All About Asphalt, Inc.](#)

[Temporary speed tables were completed on Old Monroe Road and Lombardy Drive.](#)



## 32 - Costa Building Renovation

Project Manager:	Daniel Garren	Project Sponsor:	Central Services
Project Status:	Active	Project Phase:	Construction
Original Budget:	\$3,520,000		
Budget Amendments:	\$ 6,912,149		
Grants:	\$ 0		
Total Project Funding:	\$10,432,149		
Expenses, Encumbered, Designated:	\$ 9,682,742	93%	
Available Balance:	\$ 749,407		

### Project Details:

- M&C awarded Architectural Collaborative, LLC the Design Services Contract on January 6, 2021.
- M&C approved Project Concept on June 15, 2021.
- Schematic Design approved by M&C on September 7, 2021.
- On October 01, 2024, M&C voted to approve public art type and location and the interior fitout for the office spaces.

### Sub-Project Updates:

The Contractor continues installing the exterior cladding on the building addition. Installing patio pavers, continue installing the west side ADA ramp, installed steps to City Hall and Water Department parking lots, and working on remaining stormwater drains. Low voltage data lines and data drop installation on each floor. Installing remaining electrical conduits, pulling conductors, and terminating outlets. Installed floor and wall tiles in the bathrooms on each floor. Installing interior lighting fixtures and fire alarm devices. Continue installing interior sheetrock and finishing on each floor. Installed domestic water backflow preventer and pressure reducing valves. Completed preliminary commissioning of the HVAC units.

## **Potential Additional Future Project Concepts to be Reviewed:**

**021 – Public Art Program**

**024 - Infrastructure Improvements for Affordable Housing Programs**

## **SPLOST 2011 Completed Projects and Sub-Projects**

**001 – Jail Expansion**

**002 – Classic Center Expansion**

**003 – Fire Protection Services & Safety Equipment**

- Sub Project #1 – Fire Station #2
- Sub Project #1A – Public Art - Fire Station #2
- Sub Project #2 – Breathing Apparatus

**004 – Integrated Public Safety/Judicial Info. Sys.**

- Sub Project #1 – Police Dept CAD & RMS Upgrade
- Sub Project #8 – Record Imaging
- Sub Project #11 – Acct. Court Case Mgmt.

**005 – Public Safety Communication Systems Improvements**

**006 – Bicycle Transportation Improvements**

- Sub Project #1 – College Station Road
- Sub Project #4 – Bike / Pedestrian Master Plan
- Sub Project #5 – S. Rocksprings Street, S. Hull Street, & S. Lumpkin Street
- Sub Project #6 – Barber Street (SPLOST 2011 Portion)
- Sub Project #7 – W. Hancock Ave & College Ave

**007 – Transit Vehicles and Bus Stop Improvements Program**

- Sub-Project #1 – Transit Vehicle Purchases
- Sub-Project #2 – Bus Stop Improvement Program

**008 – Rails to Trails Network Program**

- Sub Project #1 – E Broad St to Old Winterville Rd.
- Sub Project #2 – Land Acquisition – Reference TSPLOST 2018 for Continuation
- Sub Project #3 – Preliminary Survey Work – Reference TSPLOST 2018 for Continuation
- Sub-Project #3.1 – Winterville Land Acquisition – Reference TSPLOST 2018 for Continuation

**009 – Oconee Rivers Greenway Network**

- Sub Project #1 – East Campus Connector

- Sub Project #2 – Oconee Hill Cemetery Segment – Reference TSPLOST 2018 for Continuation
- Sub Project #3 – College Station Rd. Connector
- Sub Project #4 – Research Drive Segment 4.1
- Sub Project #5 – Bailey Street/Carriage Lane/Barnett Shoals Road Connector
- 010 – Cooperative Extension Service Center**
  - Sub Project #1 – Cooperative Extension Service Center
  - Sub Project #1A – Public Art - Cooperative Extension Service Center
- 011 – ACC Library Improvement**
  - Sub Project #1 – AMH Equipment
  - Sub Project #2 – Original Building Fire Alarm and Sprinkler System Upgrades
  - Sub Project #3 – Original Building HVAC and Controls System Upgrades
  - Sub Project #4 – Original Building Roof Restoration
- 012 – Safe Routes to School;**
  - Barnett Shoals Road School Sub-Project
  - Timothy Road School Sub-Project
  - Barrow Elementary School Sub-Project
  - Winterville Elementary School Sub-Project, Ph 1 and Ph 2
  - H.T. Edwards Learning Center Sub-Project
  - Atlanta HWY (W Broad St), South Milledge Avenue, and Lexington Road
  - Sidewalk Gap Program FY17 Group 2
    - Southview Drive
    - Baxter Street
    - N. Chase Street
    - Holman Avenue
    - Magnolia Drive
    - Barnett Shoals Drive
  - Sidewalk Gap Program FY17 Group 3 - MMSAG Sidewalk Multiple Segments
    - Atlanta HWY (W Broad St);
    - South Milledge Avenue; and,
    - Lexington Road – GDOT
  - Sidewalk Gap Program FY17 Group 4 - MMSAG
    - Prince Avenue – GDOT
- 013 – Morton Theatre Renovations**
- 014 – Sandy Creek Park Renovation and Development**
  - Sub Project #1 – Road work
  - Sub Project #2 – Fishing Docks
  - Sub Project #3 – Picnic Table & Trashcans
  - Sub Project #4 – Dog Parks
  - Sub Project #6 – Sandy Creek beach
  - Sub Project #7 – Playground Replacement
- 015 – Rocksprings Park Pool Renovations**
- 016 – Park Facilities Improvements**
  - Sub Project #1 – Holland Park Pump Station
  - Sub Project #2 – Memorial Park Dredging
  - Sub Project #3 – Bishop Park Tennis Courts
  - Sub Project #4 – Bishop Park Pool
  - Sub Project #5 – Dog Park
  - Sub Project #5 – WOW Playground
  - Sub Project #5A – Public Art - WOW Playground
  - Sub Project #6 – Cook's Trail
  - Sub Project #7 – Pool Repairs
  - Sub Project #8 – Bridge Replacement
  - Sub Project #9 – Gym Floor Replacement
  - Sub Project #10 – Tennis Court Replacement & Pickleball Courts at Southeast Clarke Park
  - Sub Project #11 – Playground Construction
  - Sub Project #12 – Lay Park and Holland Park field renovations
  - Sub Project #13 – Park Entrance Monument Signs
  - Sub Project #14 – Small Animal Exhibit
  - Sub Project #15 – Satterfield Park – Field Renovation
  - Sub Project #17 – Sandy Creek Park Bridge addition
  - Sub Project #19 – Equipment Replacement

- Sub Project #20 – Facility Repair and Maintenance
- Sub Project #21 – Bear Hollow Zoo – Perimeter Fencing
- 018 – Satterfield Park Renovations**
- 019 – Animal Shelter Renovation and Addition**
- 020 – Government Facilities Fire Protection**
- 021 – Public Art**
  - Sub-Project #1 – Public Art Master Plan
  - Sub-Project #2 – Bus Stop Art – Type 2 Shelters
  - Sub Project #3 – Stand up & Play
  - Sub Project #4 – First - Fourth Phases Athens Music Walk of Fame
- 023 – Energy Sustainability Program**
  - Sub Project #1 – Animal Shelter Geothermal System
  - Sub Project #2 – Streets & Drainage Solar Energy
  - Sub Project #3 – LED Retrofit Lighting
  - Sub Project #4 – Hybrid and Electric Vehicle Replacement
  - Sub Project #5 – Fire Station No. 2 & Coop. Ext. Solar Panels
  - Sub Project #6 – Solar Energy System – Rocksprings Park
  - Sub Project #7 – Solar Energy System – Fire Station #4
  - Sub Project #8 – ACC Library Solar Panels
  - Sub Project #9 – Solar Energy System near Police Department Headquarters
  - Sub Project #10 – Energy Audit Implementation
- 025 – CHaRM - Center for Hard to Recycle Materials**
- 026-1 – Local Road Improvements**
  - Sub Project #1 – College Station Road Bridge Replacement
- 026-2 – General Intersection Improvements**
  - Sub Project #1 – Tallassee Rd/Whitehead Rd
  - Sub Project #2 – South Milledge at Whitehall Rd Phase I and Design of Phase II
  - Sub Project #2A – Public Art -South Milledge at Whitehall Rd
- 026-3 – Bridge Improvements**
  - Sub Project #1 – MLK, Jr Parkway Culvert Replacement
  - Sub Project #2 – FY18 Bridge Improvements
- 026-4 – Pavement Improvements**
- 027 – Area wide Stormwater Improvement Program**
  - Sub Project #1 – Greencrest Drive Culvert
  - Sub Project #2 – East Creek Bend Culvert
  - Sub Project #3 – Midway and Pine Cone Culvert
- 028 - Greenspace Acquisition Program**
- 029 – Facilities Management Relocation**
- 030 – Expansion of Property & Evidence Room**
- 031 – Neighborhood Traffic Management Program**
  - Sub Project #1 – Normal Ave @ Pine Needle
  - Sub Project #2 – Brooklyn Road
  - Sub Project #3 – Plantation Road
  - Sub Project #4 – Ashton Drive
  - Sub Project #5 – Ruthwood Drive
  - Sub Project #6 – Boulevard Speed Tables
- 033 – Ware-Lyndon House Historic Garden**
- 034 – City of Winterville**
- 035 – Town of Bogart**

# SPLOST 2020 - Monthly Project Update

For Period Ending **March 01, 2025**



## 01 – Facilities Space Modernization Project

Project Manager:	John Simoneaux	Project Sponsor:	Central Services
Project Status:	Active	Current Phase:	Programming
Original Budget:	\$ 77,900,000		
Budget Amendments:	(\$ 1,294,000)		
Grants:	\$ 0		
Total Project Funding:	\$76,606,000		
Expenses, Encumbered, Designated:	\$ 15,792,091	21%	
Available Balance:	\$ 60,813,909		

**Budget Details:** The Project budget and expenses do not include the repayment of G.O. Bonds #1 and #2.

**Project Details:** This project has 2 primary phases. Phase I (Sub-Project #1) involves the site selection, design, and construction of a new, modern Judicial Center approximately 142,000 square feet in size. The Judicial Center will be a multifunctional facility expected to house courts, judicial staff, and other related functions as well as building space for community functions. Phase II involves the renovation of the existing historic courthouse and annex to convert it into a facility for multiple ACCGov operations and possibly commercial, retail, or other community function uses.

### Sub-Project #1-Judicial Center

**Project Update:** No new update this month.

On August 1, 2023, the M&C voted to approve two Candidate Sites: 355 E Hancock Ave. (Federal Building) and 160, 230 E Strong St, 550 N Jackson St (Downtown ACCGov owned parking lots). M&C continues to evaluate best options for the future Judicial Center. The proposed Project Concept was approved by M&C on January 7, 2025.

## 02 – Affordable Housing Project

Project Manager:	Diana Jackson	Project Sponsor:	Housing & Comm. Development
Project Status:	Active	Current Phase:	Punchlist and Final Closeout
Original Budget:	\$ 44,500,000		
Budget Amendments:	(\$ 290,000)		
Grants:	\$ 0		
Total Project Funding:	\$ 44,210,000		
Expenses, Encumbered, Designated:	\$ 40,887,851	92%	
Available Balance:	\$ 3,322,149		

**Budget Details:** The Project budget and expenses do not include the repayment of G.O. Bonds #1 and #2.

**Project Details:** Of the \$43,610,000 budgeted for this project, \$39,000,000 was designated to develop a Master Plan for the North Downtown area, for the Athens Housing Authority purchase of the Bethel Midtown Village property and for the design and installation of the horizontal public infrastructure needed to create buildable city blocks within the Bethel Midtown Village & the Hoyt/College apartment community. The remaining \$4,610,000 was designated for other affordable housing related sub-projects that are not yet currently defined. On November 15, 2022, M&C committed an additional \$1,733,334 from SPLOST 2020, Project 02 unallocated funds towards the North Downtown Athens Redevelopment project, leaving a remaining balance of \$2,876,666 for other affordable housing related sub-projects.

**Project Update:** In September, most of the horizontal infrastructure project is installed. The project was issued Substantial Completion on August 12<sup>th</sup>. Final completion was projected to be end of December 2024. For the vertical portion of the work, a temporary occupancy permit (TCO) has been issued for Building 1. Building 2 & 3 were issued TCO at the end of January 2025. The Project Team is working to receive the full CO prior to expiration of the TCO on 3/1/2025.

### 03 – Classic Center Arena Project

Project Manager:	Marcus Vess	Project Sponsor:	Classic Center
Project Status:	Active	Current Phase:	Construction
Original Budget:	\$ 34,000,000		
Budget Amendments:	\$117,482,104		
Grants:	\$ 0		
Total Project Funding:	\$151,482,104		
Expenses, Encumbered, Designated:	\$148,766,262	99%	
Available Balance:	\$ 2,715,543		

**Budget Details:** The Project budget and expenses do not include the repayment of G.O. Bonds #1 and #2.

**Project Details:** The CC Arena project is envisioned to provide a 5,500-seat public assembly facility/arena space (when configured for a sports event) which can be increased to accommodate up to 6,500 seats when configured for a public assembly or concert event. The Arena is to include a connecting, elevated plaza to Foundry Street as well as all of the requisite support spaces such as: suites, a commissary, retractable seating, locker rooms and storage areas for a multi-use arena facility. At their meeting on Feb. 2, 2021, the M&C approved the recommendation of the User Group to engage Perkins+Will/Smallwood to provide Architectural Design Services for the project. On Feb. 5, 2021, an RFQ/P for Pre-Construction and Construction Management at Risk Services was advertised. Design was completed late in 2021 with completion of construction originally targeted for Fall of 2023. On April 6, 2021, M&C approved a Pre- Construction and Construction Management at Risk Services Contract to JE Dunn. The Project Concept was recommended for approval by the SPLOST Oversight Committee on May 19, 2021 and approved by M&C on June 1, 2021.

**Project Update:** The Classic Center Arena has received the Certificate of Occupancy (CO). Construction in several areas and systems throughout the arena continue to be completed by the contractor. The final piece of the public art - Red Bass Sculpture in the Foundry Plaza has been installed.

### 05 – Fire Department Equipment Project

Project Manager:	Josh Hawkins	Project Sponsor:	Fire Department
Project Status:	Active	Current Phase:	Purchase
Original Budget:	\$ 2,739,800		
Budget Amendments:	(\$ 54,796)		
Grants:	\$ 0		
Total Project Funding:	\$ 2,685,004		
Expenses, Encumbered, Designated:	\$ 923,992	34%	
Available Balance:	\$ 1,761,012		

#### Sub-Project #3 - New Fire Rescue Truck

**Sub-Project #3 Details:** The proposed sub-project #03 for SPLOST 2020, Project 05, Fire Department Equipment Project, is to provide a new rescue truck and equip the replacement Rescue Truck with the specialty tools and equipment needed to provide a variety of rescue services in the community, as listed in the agenda report. Funding is coming from three sources SPLOST 2020 Project 08, Sub-Project #1 - \$660,897; SPLOST 2020 Project 05, Sub-Project #3 - \$ 116,008; SPLOST 2011 Project 23, Sub-Project #11 - \$ 35,000.

**Sub-Project #3 Update:** Replacement Truck and associated gear is on order with a projected delivery date of mid 2025.

### 06 – Fire Station #5 Replacement Project

Project Manager:	Daniel Garren	Project Sponsor:	Fire Services
Project Status:	Active	Current Phase:	Planning/Site Selection
Original Budget:	\$ 6,187,000		
Budget Amendments:	(\$ 123,740)		

Grants:	\$	0	
Total Project Funding:	\$	6,063,260	
Expenses, Encumbered, Designated:	\$	707,239	12%
Available Balance:	\$	5,356,021	

**Budget Details:** The Project budget and expenses do not include the repayment of G.O. Bonds #1 and #2.

**Project Details:** This project will provide funding for the construction of a replacement fire station for the current Fire Station #5 located at 1090 Whit Davis Road. This project includes land acquisition, design, construction, fueling station, station equipment, and other related costs to meet facility standards for a suburban design comparable to previous design prototypes that provides adequate space for current and future expansion. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.

**Project Update:** Staff is evaluating the top nine properties and developing the proposed Candidate Sites list for M&C review.

## 08 – Public Safety Vehicle & Equipment Replacement Project

Project Manager:	Josh Hawkins	Project Sponsor:	Central Services
Project Status:	Active	Current Phase:	Planning
Original Budget:	\$	7,956,750	
Budget Amendments:	\$	5,919,634	
Grants:	\$	0	
Total Project Funding:	\$	13,876,384	
Expenses, Encumbered, Designated:	\$	10,286,111	74%
Available Balance:	\$	3,590,273	

**Project Details:** This 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.

### **Sub-Project #1 – Fleet Replacement**

**Sub-Project #1 Details:** Targets the replacement of 31 vehicles and two pieces of specialty fire apparatus.

**Sub-Project #1 Update:** On January 4, 2022, the M&C approved the purchase of a new Fire Rescue Truck. Vehicle is on order anticipated delivery is in 2024. An Aerial Ladder Truck was ordered In May 2023, anticipated delivery is 2025. The vendor cancelled the order placed for a Transit Connect Cargo van for Animal Services, due to no stock of the van. Fleet Management was able to locate another local dealer that had one van on the lot. The van was ordered and has been picked up by Fleet. Fleet replacement funds supplemented the difference in cost. Fleet has also received a partial shipment of Hybrid pursuit utility vehicles ordered.

### **Sub-Project #2 – Fleet Replacement**

**Sub-Project #2 Details:** Targets the replacement of four hybrid Ford Interceptors.

**Sub-Project #2 Update:** Four hybrid Ford Interceptors along with equipment and installation were ordered.

### **Sub-Project #3 – Fleet Replacement**

**Sub-Project #3 Details:** Purchase of one Ford Mach-E electric vehicle for administrative use by the Corrections Department. Purchase of two hybrid Ford Interceptors for patrol use by the Police Department. Purchase of one hybrid Ford Interceptor for field use by the Sheriff's Office. Allocate an additional \$160,663 for the replacement of the Hazmat Vehicle and Engines 21 & 29, as needed by the Fire Department.

**Sub-Project #3 Update:** On August 1, 2023, the M&C approved the Project Concept. One Ford Mach-E electric vehicle along with equipment and installation was received by the Corrections Department. Two hybrid Ford Interceptors along with equipment and installation was ordered for patrol use by the Police Department. One hybrid Ford Interceptor along with equipment and installation



were ordered for field use by the Sheriff's Office. Hazmat Vehicle and Engines 21 & 29 along with equipment and installation was ordered for use by the Fire Department.

## 11 – Renewable Energy Project

Project Manager:	Keith Sanders	Project Sponsor:	Central Services
Project Status:	Active	Current Phase:	Planning
Original Budget:	\$ 15,810,000		
Budget Amendments:	\$ 499,030		
Grants:	\$ 0		
Total Project Funding:	\$ 16,309,030		
Expenses, Encumbered, Designated:	\$ 6,728,116	41%	
Available Balance:	\$ 9,580,914		

**Project Details:** This project will provide funding for a variety of subprojects that serve to move the Unified Government towards 100% sustainable and renewable energy. Depending upon costs and funding availability, examples of eligible sub-projects may include, but not be limited, to solar energy systems; geothermal systems; biogas systems; energy storage systems; building energy management systems; alternative fuel vehicle replacement; providing funds to electrify the ACC vehicle fleet; recharging facilities for electric vehicles; upgrades to lighting and control systems, fenestration, or other energy systems in existing facilities; solar water heating; energy storage and management systems; more efficient HVAC systems, such as geo-thermal; and/or, other renewable energy or sustainability projects defined in an approved sustainability plan as may be amended by the Mayor and Commission from time to time. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.

### **Sub-Project #1 – Costa Energy Improvements**

**Sub-Project #1 Details:** Provides energy efficient systems to the Costa Building. New energy efficient windows and storefront, photovoltaic arrays to the existing roof, and rainwater harvesting system were evaluated with the photovoltaic array being chosen as the best return on investment.

**Sub-Project #1 Update:** Received estimates for photovoltaic installation, vendor selected & contractor executed.

### **Sub-Project #2 – Electric Vehicle Accelerator**

**Sub-Project #2 Details:** Funds an EV accelerator to fully fund the cost of EVs and associated charging infrastructure.

**Sub-Project #2 Update:** Central Services continues to purchase and install electric vehicle stations for locations throughout ACCGov. Fleet Management has received three E-transit cargo electric vans ordered.

### **Sub-Project #3 – Memorial Park Solar**

**Sub-Project #3 Details:** Funds installation of an approximately 30 KW solar energy system at the recently renovated facilities at the Memorial Park.

**Sub-Project #3 Update:** Solar panels have been installed and anticipate full system operation shortly.

### **Sub-Project #4 – Library Solar Photovoltaic Systems (Expansion of SPLOST 2011 Project 23, SP #8)**

**Sub-Project #4 Update:** Contractors work has been Completed. Awaiting demonstration test with GA Power to activate system.

### **Sub-Project #5 – Supplemental Funding for FY24 Electric Vehicle Purchases**

**Sub-Project #5 Details:** Provides supplement funds for addition of nine EVs.

**Sub-Project #5 Update:** On November 7, 2023, the M&C approved the Project Concept. 9 EVs Purchased & delivered.

### **Sub-Project #6 – Funding Allocation to Support Electric Vehicle Infrastructure**

**Sub-Project #6 Details:** Funds for ACCGov's EV charging infrastructure needs.

**Sub-Project #6 Update:** On November 7, 2023, the M&C approved the Project Concept. Non-networked Level 2 chargers have been deployed at locations across the county, including but not limited to, ACCPD, 2555 Lexington Road, Fire Station #1, and ACCPD East. Staff continue to advance work on the approved Make Ready project. Staff selected ChargePoint equipment as the equipment to be used for publicly accessible.

### **Sub-Project #7 – Funding Allocation to Support Electric Vehicle Infrastructure**

**Sub-Project #7 Details:** Funds to advance the Tier I Building and Energy Pathways identified in the Athens-Clarke County Clean & Renewable Energy Plan by increasing the efficiency of medium and heavy-duty equipment through electrification. The goal of this sub-project is to increase efficiency, reduce the use of fossil fuels, increase opportunities for the use of renewable energy, and to improve air quality.

**Sub-Project #7 Update:** On May 7, 2024, the M&C approved the Project Concept.

### **Sub-Project #9 – Public Safety EV Accelerator**

**Sub-Project #9 Details:** Funds purchase of EVs and supplementary equipment for deployment within the ACCGov public safety fleet.

**Sub-Project #9 Update:** User Group approved the project concept. Staff has prepared agenda report for Project Concept for M&C consideration for the July/August 2024 vote cycle. On July 15, the Oversight Committee confirmed that the Proposed Project Concept for SP #9 aligns with the Initial Project Statement for SPLOST 2020 Project 11.

### **Sub-Project #10 – Building System and Equipment Efficiency**

**Sub-Project #10 Details:** Funds to advance the Tier I Building and Energy Pathways identified in the Athens-Clarke County Clean & Renewable Energy Plan to increase the efficiency of building system equipment as part of life-cycle replacement, renovations, new building construction, or those designated as an emergency replacement.

**Sub-Project #10 Update:** User Group approved the Proposed Project Concept. The Proposed Project Concept was approved by M&C at the September 3, 2024, Regular session meeting.

### **Sub-Project #11 – Building Energy Retrofit**

**Sub-Project #11 Details:** Funds to advance building weatherization and/or renovation projects that can significantly enhance efficiency, lower long-term costs, and further ACCGov's goal of transforming to 100% Clean and Renewable Energy by 2035. This sub-project can fund for the increase in weatherization and renovation costs so as to meet or exceed the ACCGov Sustainable Building Policy.

**Sub-Project #11 Update:** User Group approved the Proposed Project Concept. The Proposed Project Concept was approved by M&C at the September 3, 2024, regular session meeting.

## **15 – Sandy Creek Nature Center Exhibit**

Project Manager:	Madhuri Angadi	Project Sponsor:	Leisure Services
Project Status:	Active	Current Phase:	Procurement
Original Budget:	\$ 308,000		
Budget Amendments:	\$ 186,735		
Grants:	\$ 0		
Total Project Funding:	\$ 494,735		
Expenses. Encumbered, Designated:	\$ 84,370	17%	
Available Balance:	\$ 410,365		

**Project Details:** The Sandy Creek Nature Center Exhibit project will provide funding to renovate the original Coastal and Wetlands Interactive Learning Centers (ILCs) at Sandy Creek Nature Center. The goal is to elevate these exhibits to the same standards of interactivity, sustainability, and multi-generational learning as the Agriculture, Woodlands, Urban, and Sky Center ILCs created through SPLOST 2011. Improvements may include updated interactive graphics, energy-efficient systems, larger aquariums, and enhanced audio-visual technology.

### **Sub-Project #1 – Aquarium Renovation**

**Sub-Project #1 Update:** Request for Proposal (RFP) to procure Aquarium Design and Installation Services vendor was issued by ACCGov in accordance with the ACCGov procurement process on May 17, 2024. Contractor is [fabricating components for the aquarium, in preparation for install Summer 2025.](#)



## 16 - Memorial Park Improvements Project

Project Manager:	Diana Jackson	Project Sponsor:	Leisure Services
Project Status:	Active	Current Phase:	Planning
Original Budget:	\$ 5,913,000		
Budget Amendments:	(\$ 118,260)		
Grants:	\$ 0		
Total Project Funding:	\$ 5,794,740		
Expenses, Encumbered, Designated:	\$ 685,358	12%	
Available Balance:	\$ 5,109,382		

**Project Details:** The Memorial Park Renovation project is part of a larger mission to ensure that existing Leisure Services facilities are renovated and maintained in order to preserve the long-term operation and function of the facility. The goal of this project is to begin the process of implementing critical renovations for the park as well as upgrading park facilities to meet the current needs of the community.

**Project Update:** First round of Public engagement ended on July 10, 2022. ACCGov recorded 115 respondents with over 440 unique comments. User Group developed a list of projects to prioritize for Project Concept Plan. This Project Concept was confirmed by the SPLOST 2020 Oversight Committee on November 28, 2022. On April 4, 2023, the M&C approved the Project Concept and authorized staff to advance the "Must Haves" to the Schematic Design phase based on funding availability.

The Schematic Design public engagement was conducted August 2, 2023 through September 3, 2023. ACCGov recorded 209 respondents with 136 unique comments. The Schematic Design was presented at the October 2023 work session and approved by the M&C on November 7, 2023. M&C approved Preliminary Plans and final design services on April 2, 2024. Completed survey and mapping. Geotechnical cores within the upper pond and forebay were made to help determine how much sediment needs to be removed. The Design Engineer is developing the Final Design and is nearing 60% completion.

## 17 – Beech Haven Park Improvements Project

Project Manager:	Michael Kajder	Project Sponsor:	Leisure Services
Project Status:	Active	Current Phase:	Planning
Original Budget:	\$ 4,563,000		
Budget Amendments:	(\$ 91,260)		
Grants:	\$ 0		
Total Project Funding:	\$ 4,471,740		
Expenses, Encumbered, Designated:	\$ 402,724	9%	
Available Balance:	\$ 4,069,016		

**Project Details:** This project will include the design, construction, and/or installation of improvements to Beech Haven Park. Depending upon costs and funding availability, examples of eligible sub-projects or amenities may include, but not be limited to, a multi-use paved bridge over the Middle Oconee River; multi-use trails; restoration of the historic house; picnic pavilion(s); restrooms; play areas; signage; hiking trails and trail bridges; boardwalks; neighborhood access points; ADA accessibility; additional land; park office, and other general infrastructure improvements, park structures, or roadways, in accordance with the Beech Haven Park master plan as may be amended by the Mayor and Commission from time to time. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.

**Project Update:** M&C awarded the design services contract award to Lose & Associates, Inc. on December 3, 2024.

## 19 – Bishop Park Improvements Project

Project Manager:	Daniel Garren	Project Sponsor:	Leisure Services
Project Status:	Active	Current Phase:	Construction
Original Budget:	\$ 5,000,000		
Budget Amendments:	\$ 3,018,000		
Grants:	\$ 0		
Total Project Funding:	\$ 8,018,000		

Expenses, Encumbered, Designated:	\$ 7,425,432	93%
Available Balance:	\$ 592,568	

**Project Details:** This project will provide funding for the most critical improvement needs as identified in the Bishop Park Master Plan, as may be amended by the M&C from time to time. Depending upon costs and funding availability, examples of eligible sub-projects may include, but not be limited to, reconstruction of the aquatics area, including replacement of the pool and ancillary structures, new splash pad, and 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.

#### **Sub-Project #1- Pool Improvements**

**Project Update:** Project construction is on schedule for opening Summer 2025.

### **20 – Parks Facilities Improvements Project**

Project Manager:	Josh Hawkins	Project Sponsor:	Leisure Services
Project Status:	Active	Current Phase:	Planning
Original Budget:	\$ 6,700,000		
Budget Amendments:	(\$ 134,000)		
Grants:	\$ 0		
Total Project Funding:	\$ 6,566,000		
Expenses, Encumbered, Designated:	\$ 1,292,600	20%	
Available Balance:	\$ 5,273,400		

**Project Details:** This project will provide for infrastructure improvements, replacements, and/or additions at various parks and Leisure Services Department facilities. Depending upon costs and funding availability, examples of eligible sub-projects may include, but not be limited to, renovations and replacements at aquatic facilities, gym floors and tennis courts, playground improvements, athletic field renovation and improvements, lighting replacements, replacement of bridges and boardwalks, addition or replacement of park equipment including picnic tables and grills, addition and replacement of signage, repaving, equipment replacements, general improvements to park access, infrastructure, and/or erosion control issues at park areas. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.

#### **Sub-Projects #2 thru #10 (Primary Infrastructure & Equipment Upgrades, Renovations or Replacements)**

**Project Update:** During their October 19, 2021 meeting, the User Group confirmed that the Project Concepts meet the intent of the Initial Project Statement. The M&C formally approved the Project Concept during their November 2, 2021 meeting.

#### **Sub- Project #3 - Water Fountain Replacements Bishop & Memorial Park**

**Project Update:** Bishop – awaiting pool construction completion, expected March 2025.

#### **Sub-Project #4 - Bishop Park BBQ Pavilion Rehabilitation**

**Project Update** Project still on hold. Working with the Sheriff's Office to see if we can use their inmate builder training program participants.

#### **Sub-Project #5 - Bishop Park Shade Structure Replacement**

**Project Update:** Staff obtaining quotes from vendors for shade structures and installation. Expected completion is now Spring 2025

#### **Sub-Project #8 - Southeast Clarke Park Ball Field Conversion**

**Project Update:** Re-evaluating what will be done with this field and seeking additional funding sources. Looking at potential grants.

#### **Sub-Project #10- Greenway Wayfinding Signage**

**Project Update:** Frames have been received from manufacturer, sign designs for flag & banner signs are going to the printer this week. 4 of the 6 monolith signs are installed. Remaining installations are expected to be completed by the end of 2024.

#### **Sub-Project #11- Lay Park and Heard Park Improvements**

**Project Update:** Gym has been repainted. Additional outdoor amenities have been repainted. Pool locker room interiors have been painted. New gym equipment is on order and expected to be delivered/installed by the end of 2024.

Heard Park - Interior paint, including pool locker rooms and gym, have been repainted. New flooring installed. New TVs and information screens installed on 1st & 2nd floors. New recreation amenities are being selected for order. New fitness room equipment is being selected for order. (This project is 98% funded through a grant.)

## 22 – Broadband Connectivity Enhancement Project

Project Manager:	Derek Doster	Project Sponsor:	Central Services
Project Status:	Active	Current Phase:	Bidding
Original Budget:	\$ 6,460,000		
Budget Amendments:	(\$ 129,200)		
Grants:	\$ 0		
Total Project Funding:	\$ 6,330,800		
Expenses, Encumbered, Designated:	\$ 633,933	10%	
Available Balance:	\$ 5,696,867		

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

**Project Update:** The User Group issued a Request for Qualifications/Proposals to Telecommunication Consultants/Design Services firms on October 7, 2021 with proposals due to ACCGov on November 4, 2021.

M&C approved the design consultant on January 4, 2022 and authorized staff to develop the final scope with Foresite Group., Inc. M&C received a presentation regarding the proposed High Level Schematic Plan/Preliminary Plan during the Work Session on February 14, 2023. On March 7, 2023, M&C approved the Preliminary Plans and authorized staff to enter into the Business Planning/Proforma phase of the project.

The business planning/proforma phase of the project is wrapped up with the final report includes the comprehensive findings of preliminary planning phase. Update on the final report and the progress of the project was presented to the M&C on October 10, 2023 work session as general information item. Design Consultants developing RFP to seek partnership with the Internet Service Providers to create ACCGov Fiber System Backbone.

RFPQ for Broadband Partnership is scheduled for advertisement on March 18 seeking qualified vendor packages.

## 24 – Animal Shelter Improvements Project

Project Manager:	Keith Sanders	Project Sponsor:	Central Services
Project Status:	Active	Current Phase:	Planning
Original Budget:	\$ 559,000		
Budget Amendments:	(\$ 11,180)		
Grants:	\$ 0		
Total Project Funding:	\$ 547,820		
Expenses, Encumbered, Designated:	\$ 22,571	4%	
Available Balance:	\$ 525,249		

**Project Details:** Animal Shelter Improvements project will primarily renovate dog kennel runs with improved materials and systems to improve the ability to maintain sanitary conditions and to make cleaning easier and more effective, to better serve the needs of animals housed at the facility, and to efficiently provide the level of animal services directed by the M&C. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.

**Project Update:** On March 7, 2023, the M&C approved the Project Concept and authorized staff to advance the proposed project concept to schematic design phase based on funding availability. On October 3, 2023, M&C approved the Proposed Schematic Design and authorized the staff to complete construction documents and advance the project to Bid & Award phase. The Design Engineer is developing Construction Plans.

## 25 – East Side Public Library Project

Project Manager:	John Simoneaux	Project Sponsor:	Athens Clarke Co. Libraries
Project Status:	Active	Current Phase:	Programming / Site Selection
Original Budget:	\$ 14,449,000		
Budget Amendments:	\$ 215,987)		
Grants:	\$ 0		
Total Project Funding:	\$ 14,664,987		
Expenses, Encumbered, Designated:	\$ 1,110,917	8%	
Available Balance:	\$ 13,554,069		

**Budget Details:** The Project budget and expenses do not include the repayment of G.O. Bonds #1 and #2.

**Project Details:** The East Side Public Library Project involves the planning, site selection, land acquisition, design and construction and equipping of now a new facility in order to extend library related services to residents on the eastside of Athens-Clarke County. This annex facility will be a full-service library consistent with the level of resources and services provided at other similarly situated libraries in the County. The facility may include spaces such as meeting rooms, study rooms, children's areas, reading space, computer spaces, creation and innovative spaces complete with digital and modern technology. Project could also include associated parking and required infrastructure services. Project may also include future Sub-Projects for the purchase of enhanced technology, access improvements for the dis-abled, and the purchase of library resources for the Athens-Clarke Co. Libraries.

**Project Update:** September 3, 2024 M&C approved 1030 Barnett Shoals [as the site for the new Library](#). The proposed Project Schematic Design was approved by M&C on February 4, 2025.

## 26 – Recovered Material Processing & Reuse Facilities Project

Project Manager:	Daniel Garren	Project Sponsor:	Solid Waste
Project Status:	Active	Current Phase:	Planning
Original Budget:	\$ 8,455,000		
Budget Amendments:	(\$ 169,100)		
Grants:	\$ 0		
Total Project Funding:	\$ 8,285,900		
Expenses, Encumbered, Designated:	\$ 647,868	8%	
Available Balance:	\$ 7,638,032		

**Project Details:** This project will provide funding for design, construction, and/or equipping of a new Recovered Material Processing Facility (RMPF). The proposed RMPF will be located on the ACC Landfill property and include an approximate 40,000 square feet facility with space for covered material management floors, bale storage to maximize potential revenues from end-markets and modern sorting technology and equipment to better sort incoming tonnage. To the extent permitted by law, the facility is envisioned to be built as a public-private partnership with the Unified Government providing funding for the design and construction of the building, and the private partner providing the facility equipment and operational expense. Depending upon costs and funding availability, this project may also provide for the renovation of the existing Recovered Material Processing Facility (RMPF) at 699 Hancock Industrial Way, once a new facility has been constructed at the ACC landfill. Renovation may include, but not be limited to, providing space for relocating the existing Center for Hard to Recycle Materials (CHaRM), Teacher Reuse Store, Special event collection (Bulky Waste, tire amnesty collection, Chipper Christmas tree collection), and Keep Athens[1] Clarke County Beautiful Toolshed from their current location at 1005 College Ave. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.

**Project Update:** M&C [approved](#) the Schematic Design on January 7, 2025. Staff is working with the Operator to gather equipment specifications and dimensions to implement in the construction drawings. [M&C approved the request for federal and state grant funding at the regular session vote meeting on March 04, 2025](#)

## 27 – Facilities Equipment Systems Replacement Project

Project Manager:	Josh Hawkins	Project Sponsor:	Central Services
Project Status:	Active	Current Phase:	Planning
Total Project Budget:	\$ 7,879,500		
Budget Amendments:	(\$ 157,590)		
Grants:	\$ 0		
Total Project Funding:	\$ 7,721,910		
Expenses, Encumbered, Designated:	\$ 2,863,350	37%	
Available Balance:	\$ 4,858,560		

**Budget Details:** The Project budget and expenses do not include the repayment of G.O. Bonds #1 and #2.

**Project Details:** This project will provide funding for life cycle capital replacements of critical building and facility components of the Unified Government. Depending upon costs 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.

### **Sub-Project #3, Roof & HVAC replacements**

**Sub-Project #3 Update:** Facilities Management continues procurement efforts. To date, work has been completed at the following locations:

- HVAC replacement at Sandy Creek Nature Center ENSAT building
- HVAC replacement at the Mental Health Building
- HVAC replacement at Satula government building
- HVAC replacement at Traffic Engineering
- HVAC replacement at the Athens Community Theatre
- HVAC replacement at Fire Station #5
- HVAC replacement at Animal Services
- HVAC replacement at CCCI
- Roof replacement at Athens Community Theatre
- Roof replacement at the Jail
- Roof replacement at Police Precinct Roof-A
- Courthouse UPS

## 28 – Mental Health Recovery Facility Project

Project Manager:	Keith Sanders/ Mike Kajder	Project Sponsor:	Athens Behavioral Health Systems
Project Status:	Active	Current Phase:	Design
Original Budget:	\$ 5,325,000		
Budget Amendments:	\$ 9,409,369		
Grants:	\$ 0		
Total Project Funding:	\$ 14,734,369		
Expenses, Encumbered, Designated:	\$ 12,904,082	88%	
Available Balance:	\$ 1,830,287		

**Project Details:** This project will include the planning, design, construction and equipping of a mental health recovery facility so as to provide a residential style facility for individuals with mental health and potentially co-occurring addictive disease(s). The project is envisioned to provide a facility or facilities to provide a congregate living style that could accommodate group and/or individuals for counseling programming. The RFQ/P was issued on August 4, 2022. M&C approved Lyman Davidson Dooley, Inc. (LDD) as the highest scoring firm for Professional Design Services on November 1, 2022.

**Project Update:** M&C approved the Schematic Design on October 3, 2023. ABHS has applied for additional grant funding from the State of Georgia. Decisions on that grant applications, were due in January, from the State, but no announcement has been made yet. LDDBlueLine has submitted a Construction Drawing (CD) package for permit review. The Land Disturbance Permit package has been re-

submitted to address comments. The Building Permit package has been submitted. The User Group selected a Commissioning Agent and a Contactor and is in the contract process. Budget Amendment & Sanitary Sewer Schematic Revision agenda & General Contract Award was approved by M&C on December 3, 2024. [ABHS is working with DCA to secure a HOME ARP grant to allow for construction of phase I & II as one project.](#)

### 30 – Airport Capital Improvements Project

Project Manager:	Josh Hawkins	Project Sponsor:	Central Services
Project Status:	Active	Current Phase:	In-Active
Original Budget:	\$ 5,237,000		
Budget Amendments:	(\$ 104,740)		
Grants:	\$ 3,526,309		
Total Project Funding:	\$ 8,658,569		
Expenses, Encumbered, Designated:	\$ 5,070,779	58%	
Available Balance:	\$ 3,736,634		

**Project Details:** This project will provide funding for airport related capital improvement projects at the Athens-Ben Epps Airport as listed in the Airport's Capital Improvement Plan, as may be amended from time to time. Depending upon costs and funding availability, examples of eligible sub-projects may include, but not be limited to, the following: New Airport Parking Lot; improvements to the paving on runways, taxiways, and/or aprons; Runway Obstruction Clearing on RWY 9/27 to include Perimeter Fencing; Commercial Terminal Baggage Claim (Carousel) & Rental Car Build Out; Commercial Terminal Pavement Improvements; Runway 9 Displaced Threshold Improvements; Aviation Easement Acquisition and Obstruction Mitigation; Hangars for Daytime and Overnight Transient Aircraft; and, related stormwater and other general infrastructure improvements. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.

### 31 – Vincent Drive Sidewalk Project

Project Manager:	Mike Kajder	Project Sponsor:	Transportation & Public Works
Project Status:	Active	Current Phase:	Preliminary Design
Original Budget:	\$ 1,877,000		
Budget Amendments:	(\$ 27,540)		
Grants:	\$ 0		
Total Project Funding:	\$ 1,839,460		
Expenses, Encumbered, Designated:	\$ 4,870,154	56%	
Available Balance:	\$ 3,788,415		

**Project Details:** his project will provide funding for constructing a sidewalk and all related improvements on the approximate 1.4 mile section of Vincent Drive between Jefferson River Road and Newton Bridge Road. Depending upon costs and funding availability, the project may include, but not be limited to, land acquisition, design, and construction sidewalk improvements and/or installation of pedestrian safety devices as needed such as stamped and colorized crosswalks, flashing crosswalks, ADA compliant elements, pedestrian signage, pedestrian countdown timers, and other safety equipment. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.

**Project Update:** A project coordination meeting with T&PW was held on July 16, 2024. The proposed Project Concept Work Session was held on January 14 2025. The Proposed Project Concept was presented to the TSPLOST Oversight Committee on January 27, 2025. The Proposed Project Concept was approved by Mayor and Commission on February 4, 2025.

### 34 – Water Trails Project

Project Manager:	Keith Sanders	Project Sponsor:	Leisure Services
Project Status:	Active	Current Phase:	Planning
Original Budget:	\$ 750,000		
Budget Amendments:	(\$ 15,000)		
Grants:	\$ 0		
Total Project Funding:	\$ 735,000		



Expenses, Encumbered, Designated:	\$ 150,495	21%
Available Balance:	\$ 584,505	

**Sub-Project #1 – Macon Highway Launch**

Status: Schematic Design

**Sub-Project Details:** Sub-Project #1, the Macon Highway Launch Project, consists of a parking area, improved walkway to the Oconee River, and a launch for non-motorized vessels such as canoes and kayaks. Proposed site amenities include seating boulders, trash and recycling receptacles, rules and safety signage, and fencing. Additional amenities such as an excluder arm for after-hours closure, trail counters, and trail cameras are proposed in order to address security concerns. Project Concept was approved by M&C on May 4, 2021. The Schematic Design was approved by M&C on 12/6/22.

**Sub-Project Update:** The User Group was selected and has been meeting in order to develop the Schematic Design to present to M&C in the near future. Leisure Services held several public meetings throughout the month of May to get resident feedback on the Schematic Design documents. ACC was approved for the LWCF grant from the Georgia Department of Natural Resources (DNR). The Engineering team sending over plans for SPLOST Office to review to try and submit to planning by the end of October. Grant Phase II application to the State was submitted, as planned, in January 2024, in order to secure funding to complete the remainder of the project. Georgia DNR has 90 days to review the Phase II

**36 – City of Winterville**

Project Manager:	Josh Hawkins	Project Sponsor:	Winterville
Project Status:	Active	Current Phase:	Planning
Original Budget:	\$ 3,021,000		
Budget Amendments:	\$ 0		
Grants:	\$ 0		
Total Project Funding:	\$ 3,021,000		
Total Spent or Encumbered:	\$ 3,021,000	100%	
Available Balance:	\$ 0		

**Project Details:** This project will provide funding for specific improvements identified by an Intergovernmental Agreement between the Unified Government and the City of Winterville. Sub-projects may include, but not be limited to, general facility and infrastructure improvements and the acquisition of related equipment and vehicles. The specific sub-projects are selected and managed by the City of Winterville.

**37 – Town of Bogart**

Project Manager:	Josh Hawkins	Project Sponsor:	Town of Bogart
Project Status:	Active	Current Phase:	Planning
Original Project Budget:	\$ 378,000		
Budget Amendments:	\$ 0		
Grants:	\$ 0		
Total Project Funding:	\$ 378,000		
Expenses, Encumbered, Designated:	\$ 378,000	100%	
Balance Available:	\$ 0		

**Project Details:** This project will provide funding for specific improvements identified by an Intergovernmental Agreement between the Unified Government and the Town of Bogart. Sub-projects may include, but not be limited to, sidewalk improvements, construction of entry way signage, and acquisition of associated right-of-way and/or easements. The specific sub-projects are selected and managed by the Town of Bogart.

**SPLOST 2020 Completed Projects and Sub-Projects****02 – Affordable Housing Project – Horizontal Infrastructure****05 – Fire Department Equipment Project**

- **Sub Project #1 – Turn-out Gear**
- **Sub Project #2 – Additional Turn-out Gear**
- **Sub Project #4 – Ballistics Gear**

#### **11 – Renewable Energy Project**

- **Sub Project #4 – Library Solar Photovoltaic Systems**
- **Sub Project #8 – LED Lighting Retrofit at the Jail**

#### **20 – Parks Facilities Improvements Project**

- **Sub Project #9 - Southeast Clarke Park Skate Park Rehabilitation and Expansion**
- **Sub Project #2 - Memorial Park Dog Park Improvements**

#### **27 – Facilities Equipment Systems Replacement Project**

##### **• Sub Project #1 –**

Roof Replacements at the following locations:

- DFACS
- Police Family Protection Building
- Welcome Center
- Sandy Creek Nature Center
- Memorial Park Recreation and Office Building
- Health Department
- Jail

HVAC Replacements at the following locations:

- CCCI Admin Building
- Information Technology Building
- Leisure Services Operations Building
- Police Family Protection Building
- Welcome Center
- SE Clarke Park Concession
- Memorial Park Reptile House
- DFACS
- Transit Multi-Modal
- Fire Station #5
- Animal Services

##### **• Sub Project #2 –**

Roof Replacements at the following locations:

- Jail
- Athens Creative Theatre
- Athens Community Theatre

HVAC Replacements at the following locations:

- Fire Station #5
- Animal Services

##### **• Sub-Project #3**

HVAC Replacements at the following locations:

- Sandy Creek Nature Center ENSAT building
- Mental Health Building
- Satula government building
- Traffic Engineering
- Athens Community Theatre
- Fire Station #5
- Animal Services
- CCCI

Roof Replacements at the following locations:

- Athens Community Theatre
- Jail
- Police Precinct Roof-A

Uninterrupted Power Supply replacement at the Courthouse

#### **30 – Airport Capital Improvements Project**

- **Sub-Project #1 – Runway 2-20 Pavement Rehabilitation including Safety Area Improvements**





# SPLOST 2020 Revenue Status - Summary

For Period Ending 3/1/2025

Fiscal Year	Month	Year	Projected Revenue	Actual Revenue	Revenue Variance	Earned Interest	Total Revenue
Totals - FY 2020 SPLOST 2020			\$5,875,858	\$5,875,858	\$0	\$88	\$5,875,946
Totals - FY 2021 (Tier 1) SPLOST 2020			\$24,500,004	\$28,406,977	\$3,906,973	\$7,581	\$28,414,558
Totals - FY 2022 (Tier 2) SPLOST 2020			\$24,999,996	\$32,133,724	\$7,133,728	\$73,965	\$32,207,689
Totals - FY 2023 (Tier 3) SPLOST 2020			\$25,500,000	\$35,244,889	\$9,744,889	\$1,566,675	\$36,811,564
Totals - FY 2024 (Tier 4) SPLOST 2020			\$26,000,004	\$37,103,141	\$11,103,137	\$3,016,913	\$40,120,055
FY 2025 (Tier 5) SPLOST 2020							
	July	2024	\$2,208,333	\$3,016,377	\$808,044	\$277,411	\$3,293,788
	August	2024	\$2,208,333	\$3,239,100	\$1,030,767	\$262,692	\$3,501,792
	September	2024	\$2,208,333	\$3,173,485	\$965,152	\$226,507	\$3,399,991
	October	2024	\$2,208,333	\$3,355,820	\$1,147,487	\$216,252	\$3,572,072
	November	2024	\$2,208,333	\$3,265,080	\$1,056,747	\$202,830	\$3,467,910
	December	2024	\$2,208,333	\$3,449,273	\$1,240,940	\$211,080	\$3,660,353
	January	2025	\$2,208,333	\$2,786,419	\$578,086	\$213,843	\$3,000,262
	February	2025	\$0	\$0	\$0	\$0	\$0
Totals - FY 2025 (Tier 5) SPLOST 2020			\$15,458,331	\$22,285,553	\$6,827,222	\$1,610,615	\$23,896,168
Program Totals -			\$122,334,193	\$161,050,142	38,715,949	6,275,837	\$167,325,979

# SPLOST 2020 Expenditure Summary

For Period Ending 3/1/2025

Project Information	Fund Source	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>00 - SPLOST 2020 Program Management</b> Project Manager: Josh Hawkins Project Sponsor: SPLOST	General Funds	\$126,967	\$0	\$0	\$126,967	\$0
	SPLOST 2020	\$5,898,086	\$0	\$0	\$1,343,018	\$4,555,068
	<b>Total</b>	<b>\$6,025,053</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,469,985</b>	<b>\$4,555,068</b>
<b>01 - Facilities Space Modernization</b> Project Manager: Keith Sanders Project Sponsor: Central Services	General Funds	\$264,000	\$241,157	\$0	\$22,843	\$0
	SPLOST 2020	\$0	\$0	\$0	\$0	\$0
	G.O. Bond #1	\$5,431,000	\$239,481	\$3,223,959	\$877,651	\$1,089,909
	G.O. Bond #2	\$70,911,000	\$9,798,949	\$1,374,000	\$14,051	\$59,724,000
	<b>Total</b>	<b>\$76,606,000</b>	<b>\$10,279,588</b>	<b>\$4,597,959</b>	<b>\$914,544</b>	<b>\$60,813,909</b>
<b>02 - Affordable Housing</b> Project Manager: Diana Jackson Project Sponsor: Housing & Community Development	Other Funds	\$600,000	\$0	\$0	\$0	\$600,000
	SPLOST 2020	\$0	\$0	\$0	\$0	\$0
	G.O. Bond #1	\$25,000,000	\$0	\$163,635	\$24,836,365	\$0
	G.O. Bond #2	\$18,610,000	\$4,394,831	\$1,469,658	\$10,023,362	\$2,722,149
	<b>Total</b>	<b>\$44,210,000</b>	<b>\$4,394,831</b>	<b>\$1,633,293</b>	<b>\$34,859,727</b>	<b>\$3,322,149</b>
<b>03 - Classic Center Arena</b> Project Manager: Marcus Vess Project Sponsor: Classic Center Authority	CCA Revenue Bond #1	\$49,425,110	\$0	\$0	\$49,425,110	\$0
	CCA Revenue Bond #2	\$32,000,000	\$0	\$260,025	\$31,739,975	\$0
	Potential Other Fundin	\$10,926,994	\$0	\$10,926,994	\$0	\$0
	CCA Revenue Bond #3	\$25,800,000	\$11,976,480	\$0	\$13,823,520	\$0
	General Funds	\$0	\$0	\$0	\$0	\$0
	Other Funds	\$10,000	\$0	\$0	\$10,000	\$0
	SPLOST 2020	\$31,551,000	\$1,026,890	\$127,278	\$27,680,990	\$2,715,843
	G.O. Bond #1	\$1,769,000	\$0	\$0	\$1,769,000	\$0
	<b>Total</b>	<b>\$151,482,104</b>	<b>\$13,003,370</b>	<b>\$11,314,296</b>	<b>\$124,448,595</b>	<b>\$2,715,843</b>
<b>04 - SPLOST Bond Debt Service</b> Project Manager: Ashley Barnett Project Sponsor: SPLOST	SPLOST 2020	\$16,000,000	\$0	\$0	\$2,625,540	\$13,374,460
	G.O. Bond #1	\$161,664	\$0	\$0	\$161,664	\$0
	G.O. Bond #2	\$429,271	\$0	\$0	\$429,271	\$0
	<b>Total</b>	<b>\$16,590,935</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,216,475</b>	<b>\$13,374,460</b>

Project Information	Fund Source	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>05 - Fire Department Equipment</b> Project Manager: Josh Hawkins Project Sponsor: Fire & Emergency Services	SPLOST 2020	\$2,685,004	\$0	\$118,577	\$805,415	\$1,761,012
	Total	\$2,685,004	\$0	\$118,577	\$805,415	\$1,761,012
<b>06 - Fire Station No. 5 Replacement</b> Project Manager: Daniel Garren Project Sponsor: Fire & Emergency Services	SPLOST 2020	\$0	\$0	\$0	\$0	\$0
	G.O. Bond #2	\$6,063,260	\$142,473	\$377,915	\$186,851	\$5,356,021
	Total	\$6,063,260	\$142,473	\$377,915	\$186,851	\$5,356,021
<b>07 - E911 Phone System Replacement</b> Project Manager: Keith Sanders Project Sponsor: Police	SPLOST 2020	\$751,660	\$19,212	\$0	\$788	\$731,660
	Total	\$751,660	\$19,212	\$0	\$788	\$731,660
<b>08 - Public Safety Vehicle &amp; Equipment Replacement</b> Project Manager: Josh Hawkins Project Sponsor: Central Services	Other Funds	\$6,078,769	\$0	\$6,056,617	\$22,153	\$0
	SPLOST 2020	\$7,797,615	\$138,977	\$3,610,417	\$457,948	\$3,590,273
	Total	\$13,876,384	\$138,977	\$9,667,034	\$480,100	\$3,590,273
<b>09 - Mobile Medical Services Facility</b> Project Manager: Keith Sanders Project Sponsor: Central Services	SPLOST 2020	\$490,000	\$16,200	\$0	\$3,800	\$470,000
	Total	\$490,000	\$16,200	\$0	\$3,800	\$470,000
<b>10 - Environmental Mitigation &amp; Restoration</b> Project Manager: Mike Wharton Project Sponsor: Sustainability Office	SPLOST 2020	\$2,450,000	\$62,487	\$50,000	\$7,079	\$2,330,434
	Total	\$2,450,000	\$62,487	\$50,000	\$7,079	\$2,330,434
<b>11 - Renewable Energy</b> Project Manager: Mike Kajder Project Sponsor: Sustainability Office	Other Funds	\$815,230	\$124,019	\$4,000	\$687,211	\$0
	SPLOST 2020	\$15,493,800	\$4,269,168	\$244,399	\$1,399,318	\$9,580,914
	Total	\$16,309,030	\$4,393,187	\$248,399	\$2,086,529	\$9,580,914
<b>12 - Greenspace Acquisition &amp; Sustainability</b> Project Manager: Derek Doster Project Sponsor: Sustainability Office	SPLOST 2020	\$809,480	\$2,945	\$0	\$7,055	\$799,480
	Total	\$809,480	\$2,945	\$0	\$7,055	\$799,480
<b>13 - Holland Youth Sports Complex Improvements</b> Project Manager: Daniel Garren Project Sponsor: Leisure Services	SPLOST 2020	\$4,900,000	\$149,869	\$0	\$131	\$4,750,000
	Total	\$4,900,000	\$149,869	\$0	\$131	\$4,750,000
<b>14 - Athens West Park</b> Project Manager: Keith Sanders Project Sponsor: Leisure Services	SPLOST 2020	\$1,773,800	\$65,000	\$0	\$0	\$1,708,800
	Total	\$1,773,800	\$65,000	\$0	\$0	\$1,708,800

Project Information	Fund Source	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>15 - Sandy Creek Nature Center Exhibit</b> Project Manager: Madhuri Angadi	SPLOST 2020 Interest	\$192,895	\$0	\$0	\$0	\$192,895
Project Sponsor: Leisure Services	SPLOST 2020	\$301,840	\$2,000	\$40,483	\$41,886	\$217,470
	Total	\$494,735	\$2,000	\$40,483	\$41,886	\$410,365
<b>16 - Memorial Park Improvements</b> Project Manager: Diana Jackson	SPLOST 2020	\$5,794,740	\$173,085	\$124,432	\$387,841	\$5,109,382
Project Sponsor: Leisure Services	Total	\$5,794,740	\$173,085	\$124,432	\$387,841	\$5,109,382
<b>17 - Beech Haven Park Improvements</b> Project Manager: Derek Doster	SPLOST 2020	\$4,471,740	\$95,824	\$14,412	\$292,488	\$4,069,016
Project Sponsor: Leisure Services	Total	\$4,471,740	\$95,824	\$14,412	\$292,488	\$4,069,016
<b>18 - Tallassee Forest Nature Preserve Improvements</b> Project Manager: Keith Sanders	SPLOST 2020	\$2,853,270	\$124,996	\$0	\$0	\$2,728,274
Project Sponsor: Leisure Services	Total	\$2,853,270	\$124,996	\$0	\$0	\$2,728,274
<b>19 - Bishop Park Improvements</b> Project Manager: Daniel Garren	Other Funds	\$218,000	\$0	\$218,000	\$0	\$0
	SPLOST 2020 Interest	\$2,900,000	\$0	\$2,497,713	\$402,287	\$0
	SPLOST 2020	\$4,900,000	\$30,000	\$33,019	\$4,244,413	\$592,568
Project Sponsor: Leisure Services	Total	\$8,018,000	\$30,000	\$2,748,732	\$4,646,700	\$592,568
<b>20 - Parks Facilities Improvements</b> Project Manager: Keith Sanders	SPLOST 2020	\$6,566,000	\$643,691	\$98,761	\$550,148	\$5,273,400
Project Sponsor: Leisure Services	Total	\$6,566,000	\$643,691	\$98,761	\$550,148	\$5,273,400
<b>21 - Bear Hollow Zoo Improvements</b> Project Manager: Daniel Garren	SPLOST 2020	\$5,145,000	\$187,665	\$0	\$0	\$4,957,335
Project Sponsor: Leisure Services	Total	\$5,145,000	\$187,665	\$0	\$0	\$4,957,335
<b>22 - Broadband Connectivity Enhancement</b> Project Manager: Derek Doster	SPLOST 2020	\$6,330,800	\$33,662	\$23,841	\$576,430	\$5,696,867
Project Sponsor: Information Technology	Total	\$6,330,800	\$33,662	\$23,841	\$576,430	\$5,696,867
<b>23 - East Athens Youth &amp; Community Enrichment Facilities</b> Project Manager: Keith Sanders	SPLOST 2020	\$3,926,860	\$105,660	\$0	\$19,710	\$3,801,490
Project Sponsor: HED	Total	\$3,926,860	\$105,660	\$0	\$19,710	\$3,801,490
<b>24 - Animal Shelter Improvements</b> Project Manager: Madhuri Angadi	SPLOST 2020	\$547,820	\$3,400	\$0	\$19,171	\$525,249
Project Sponsor: Animal Services	Total	\$547,820	\$3,400	\$0	\$19,171	\$525,249

Project Information	Fund Source	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>25 - East Side Public Library</b>	SPLOST 2020	\$504,967	\$0	\$441,204	\$63,762	\$0
Project Manager: John Simoneaux	G.O. Bond #2	\$14,160,020	\$231,334	\$0	\$374,617	\$13,554,069
Project Sponsor: ACC Library	Total	\$14,664,987	\$231,334	\$441,204	\$438,380	\$13,554,069
<b>26 - Recovered Material Processing &amp; Reuse Facilities</b>	SPLOST 2020	\$8,285,900	\$201,872	\$276,729	\$169,267	\$7,638,032
Project Manager: Daniel Garren						
Project Sponsor: Solid Waste	Total	\$8,285,900	\$201,872	\$276,729	\$169,267	\$7,638,032
<b>27 - Facilities Equipment Systems Replacement</b>	SPLOST 2020	\$5,662,941	\$189,541	\$613,700	\$1,140	\$4,858,560
Project Manager: Josh Hawkins	G.O. Bond #2	\$2,058,969	\$50,879	\$0	\$2,008,090	\$0
Project Sponsor: Central Services	Total	\$7,721,910	\$240,420	\$613,700	\$2,009,230	\$4,858,560
<b>28 - Mental Health Recovery Facility</b>	Other Funds	\$3,200,000	\$3,200,000	\$0	\$0	\$0
Project Manager: Mike Kajder	SPLOST 2020 Interest	\$912,090	\$912,090	\$0	\$0	\$0
	ARPA Funds	\$5,403,779	\$4,966,276	\$0	\$437,503	\$0
	SPLOST 2020	\$5,218,500	\$3,137,084	\$3,026	\$248,103	\$1,830,287
Project Sponsor: Advantage Behavior	Total	\$14,734,369	\$12,215,450	\$3,026	\$685,606	\$1,830,287
<b>29 - Welcome Center Access Improvements</b>	SPLOST 2020	\$808,500	\$78,529	\$0	\$498	\$729,473
Project Manager: Daniel Garren						
Project Sponsor: Central Services	Total	\$808,500	\$78,529	\$0	\$498	\$729,473
<b>30 - Airport Capital Improvements</b>	Grant Funds	\$3,675,153	\$0	\$298,351	\$3,376,802	\$0
Project Manager: Josh Hawkins	SPLOST 2020	\$5,132,260	\$178,431	\$12,135	\$1,205,060	\$3,736,634
Project Sponsor: Athens-Ben Epps Airport	Total	\$8,807,413	\$178,431	\$310,486	\$4,581,861	\$3,736,634
<b>31 - Vincent Drive Sidewalk</b>	SPLOST 2020	\$1,839,460	\$50,676	\$920	\$137,386	\$1,650,478
Project Manager: Mike Kajder						
Project Sponsor: Transportation & Public Works	Total	\$1,839,460	\$50,676	\$920	\$137,386	\$1,650,478
<b>32 - Tallassee Road Connector</b>	SPLOST 2020	\$3,920,000	\$141,456	\$0	\$249	\$3,778,295
Project Manager: Stephen Bailey						
Project Sponsor: Transportation & Public Works	Total	\$3,920,000	\$141,456	\$0	\$249	\$3,778,295
<b>33 - Jackson Street Art Walk</b>	SPLOST 2020	\$3,369,975	\$170,100	\$0	\$0	\$3,199,875
Project Manager: Keith Sanders						
Project Sponsor: Transportation & Public Works	Total	\$3,369,975	\$170,100	\$0	\$0	\$3,199,875

Project Information	Fund Source	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>34 - Water Trails</b> Project Manager: Keith Sanders Project Sponsor: Leisure Services	SPLOST 2020	\$735,000	\$4,751	\$4,116	\$141,629	\$584,505
	Total	\$735,000	\$4,751	\$4,116	\$141,629	\$584,505
<b>35 - Live Stream Pipe Replacement</b> Project Manager: Stephen Bailey Project Sponsor: Transportation & Public Works	SPLOST 2020	\$490,000	\$14,563	\$0	\$0	\$475,437
	Total	\$490,000	\$14,563	\$0	\$0	\$475,437
<b>36 - City of Winterville</b> Project Manager: Keith Sanders Project Sponsor: City of Winterville	SPLOST 2020	\$3,021,000	\$1,922,455	\$0	\$1,098,545	\$0
	Total	\$3,021,000	\$1,922,455	\$0	\$1,098,545	\$0
<b>37 - Town of Bogart</b> Project Manager: Keith Sanders Project Sponsor: Town of Bogart	SPLOST 2020	\$378,000	\$240,545	\$0	\$137,455	\$0
	Total	\$378,000	\$240,545	\$0	\$137,455	\$0
<b>Total</b>		<b>\$457,948,189</b>	<b>\$49,758,703</b>	<b>\$32,708,316</b>	<b>\$184,421,554</b>	<b>\$191,059,616</b>

Fund	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>SPLOST 2020</b>	\$170,805,018	\$13,480,733	\$5,837,448	\$43,666,262	\$107,820,573
<b>G.O. Bond #1</b>	\$32,361,664	\$239,481	\$3,387,594	\$27,644,680	\$1,089,909
<b>G.O. Bond #2</b>	\$112,232,520	\$14,618,466	\$3,221,573	\$13,036,242	\$81,356,239
<b>Program Funds Subtotal</b>	<b>\$315,399,202</b>	<b>\$28,338,681</b>	<b>\$12,446,616</b>	<b>\$84,347,184</b>	<b>\$190,266,721</b>
<b>General Funds</b>	\$390,967	\$241,157	\$0	\$149,810	\$0
<b>Other Funds</b>	\$10,921,999	\$3,324,019	\$6,278,617	\$719,364	\$600,000
<b>CCA Revenue Bond #1</b>	\$49,425,110	\$0	\$0	\$49,425,110	\$0
<b>CCA Revenue Bond #2</b>	\$32,000,000	\$0	\$260,025	\$31,739,975	\$0
<b>Potential Other Funding</b>	\$10,926,994	\$0	\$10,926,994	\$0	\$0
<b>CCA Revenue Bond #3</b>	\$25,800,000	\$11,976,480	\$0	\$13,823,520	\$0
<b>SPLOST 2020 Interest</b>	\$4,004,985	\$912,090	\$2,497,713	\$402,287	\$192,895
<b>ARPA Funds</b>	\$5,403,779	\$4,966,276	\$0	\$437,503	\$0
<b>Grant Funds</b>	\$3,675,153	\$0	\$298,351	\$3,376,802	\$0
<b>Other Funds Subtotal</b>	<b>\$142,548,988</b>	<b>\$21,420,022</b>	<b>\$20,261,700</b>	<b>\$100,074,370</b>	<b>\$792,895</b>
<b>Total</b>	<b>\$457,948,189</b>	<b>\$49,758,703</b>	<b>\$32,708,316</b>	<b>\$184,421,554</b>	<b>\$191,059,616</b>

<b>Unallocated Interest</b>	\$2,270,852
<b>Unallocated Misc. Revenue</b>	\$6,904



## Program Expenditure Status

For Period Ending 3/1/2025.

Prj Num	Project Name	Prj Mgr	Sponsor	Fund	Budgeted	Encumbered	Expenses	Avail Balance
003	Airport Commercial Terminal Facility	Keith Sanders	Airport	SPLOST 2005 Interest	\$638,210	\$0	\$638,210	\$0
				SPLOST 2005	\$4,829,934	\$0	\$4,821,241	\$8,693
				Project Totals:	\$5,468,144	\$0	\$5,459,451	\$8,693
010	Business Corridor Infrastructure Improvements	Derek Doster	Transportation and Pu	SPLOST 2005 Interest	\$434,690	\$0	\$223,487	\$211,203
				SPLOST 2005	\$7,245,069	\$0	\$7,244,687	\$382
				Project Totals:	\$7,679,759	\$0	\$7,468,175	\$211,585
027	ENSAT Phase 2 Sandy Creek Nature Center	Keith Sanders	Leisure Services	SPLOST 2005 Interest	\$300,072	\$0	\$300,072	\$0
				SPLOST 2005	\$2,839,616	\$0	\$2,839,616	\$0
				Other Funds	\$174,158	\$163,426	\$10,732	\$0
				General Funds	\$142,510	\$0	\$142,510	\$0
				Donations	\$48,000	\$0	\$48,000	\$0
				Project Totals:	\$3,504,356	\$163,426	\$3,340,930	\$0
3 Projects Listed.				Report Totals:	\$16,652,259	\$163,426	\$16,268,555	\$220,278



# SPLOST 2011 Expenditure Summary

For Period Ending 3/1/2025

Project Information	Fund Source	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>00 - SPLOST 2011 Program Management</b> Project Manager: Keith Sanders Project Sponsor: SPLOST	SPLOST 2011	\$2,599,202	\$0	\$0	\$2,129,012	\$470,190
	Total	\$2,599,202	\$0	\$0	\$2,129,012	\$470,190
<b>01 - Jail Expansion</b> Project Manager: Derek Doster Project Sponsor: Sheriff	Proceeds from Loans	\$57,651,784	\$0	\$0	\$57,651,784	\$0
	SPLOST 2011	\$8,227,929	\$0	\$0	\$8,227,928	\$1
	Total	\$65,879,713	\$0	\$0	\$65,879,712	\$1
<b>02 - Classic Center Expansion</b> Project Manager: Marcus Vess Project Sponsor: Classic Center Authority	Proceeds from Loans	\$11,891,932	\$0	\$0	\$11,891,932	\$0
	SPLOST 2011	\$11,611,181	\$0	\$0	\$11,611,181	\$0
	Total	\$23,503,113	\$0	\$0	\$23,503,113	\$0
<b>03 - Fire Protection Services and Safety Equipment</b> Project Manager: Keith Sanders Project Sponsor: Fire & Emergency Services	SPLOST 2011 Interest	\$342,500	\$0	\$0	\$342,500	\$0
	SPLOST 2011	\$6,243,195	\$0	\$0	\$6,243,195	\$0
	Total	\$6,585,695	\$0	\$0	\$6,585,695	\$0
<b>04 - Integrated Public Safety/Judicial Information System</b> Project Manager: Keith Sanders Project Sponsor: Courts	Other Funds	\$4,200	\$0	\$0	\$4,200	\$0
	Grant Funds	\$16,450	\$0	\$5,075	\$11,375	\$0
	SPLOST 2011	\$2,549,000	\$91,304	\$154,251	\$2,288,210	\$15,235
	Total	\$2,569,650	\$91,304	\$159,326	\$2,303,785	\$15,235
<b>05 - Public Safety Communication Systems Improvements</b> Project Manager: Keith Sanders Project Sponsor: Police	Other Funds	\$2,520	\$0	\$0	\$2,520	\$0
	Revenue Variance - SP	\$456,749	\$0	\$51,139	\$373,733	\$31,877
	SPLOST 2011	\$11,357,155	\$33,272	\$544,184	\$10,762,406	\$17,293
	Total	\$11,816,424	\$33,272	\$595,323	\$11,138,659	\$49,170
<b>06 - Bicycle Transportation Improvements</b> Project Manager: Derek Doster Project Sponsor: Transportation & Public Works	SPLOST 2011	\$4,365,000	\$872,522	\$0	\$3,492,478	\$0
	Total	\$4,365,000	\$872,522	\$0	\$3,492,478	\$0
<b>07 - Transit Vehicles and Bus Stop Improvements Prog</b> Project Manager: Keith Sanders Project Sponsor: Transit	Grant Funds	\$12,274,924	\$0	\$12,218	\$12,262,705	\$0
	SPLOST 2011	\$1,797,500	\$0	\$2,220	\$1,657,986	\$137,294
	Total	\$14,072,424	\$0	\$14,438	\$13,920,691	\$137,294

Project Information	Fund Source	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>08 - Rail-To-Trail Network Program</b> Project Manager: Derek Doster Project Sponsor: Leisure Services	SPLOST 2011	\$7,478,000	\$0	\$0	\$7,478,000	\$0
	Total	\$7,478,000	\$0	\$0	\$7,478,000	\$0
<b>09 - Oconee Rivers Greenway Network Connectors</b> Project Manager: Derek Doster Project Sponsor: Leisure Services	Grant Funds	\$440,000	\$0	\$0	\$440,000	\$0
	SPLOST 2011	\$6,323,000	\$0	\$21,250	\$6,301,750	\$0
	Total	\$6,763,000	\$0	\$21,250	\$6,741,750	\$0
<b>10 - Cooperative Extension Service Center</b> Project Manager: Keith Sanders Project Sponsor: Cooperative Extension Center	SPLOST 2011 Interest	\$342,500	\$0	\$0	\$342,500	\$0
	SPLOST 2011	\$3,452,933	\$0	\$0	\$3,452,933	\$0
	Total	\$3,795,433	\$0	\$0	\$3,795,433	\$0
<b>11 - Athens-Clarke County Library Improvements</b> Project Manager: Keith Sanders Project Sponsor: ACC Library	Revenue Variance - SP	\$400,000	\$0	\$0	\$184,656	\$215,344
	SPLOST 2011	\$2,370,829	\$0	\$0	\$2,161,461	\$209,368
	Total	\$2,770,829	\$0	\$0	\$2,346,117	\$424,712
<b>12 - Pedestrian Safety and Safe Routes to Schools Prog</b> Project Manager: Derek Doster Project Sponsor: Transportation & Public Works	SPLOST 2011	\$5,074,000	\$0	\$0	\$5,074,000	\$0
	Total	\$5,074,000	\$0	\$0	\$5,074,000	\$0
<b>13 - Morton Theatre Facility Repair and Renovation</b> Project Manager: Keith Sanders Project Sponsor: Leisure Services	SPLOST 2011	\$1,234,288	\$0	\$0	\$1,234,288	\$0
	Total	\$1,234,288	\$0	\$0	\$1,234,288	\$0
<b>14 - Sandy Creek Park Renovation and Development</b> Project Manager: Keith Sanders Project Sponsor: Leisure Services	Other Funds	\$10,000	\$0	\$10,000	\$0	\$0
	SPLOST 2011	\$1,955,000	\$0	\$2,675	\$1,952,325	\$0
	Total	\$1,965,000	\$0	\$12,675	\$1,952,325	\$0
<b>15 - Rocksprings Park Pool Renovations</b> Project Manager: Keith Sanders Project Sponsor: Leisure Services	SPLOST 2011	\$1,182,772	\$0	\$0	\$1,182,772	\$0
	Total	\$1,182,772	\$0	\$0	\$1,182,772	\$0

Project Information	Fund Source	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>16 - Park Facilities Improvements</b>	Revenue Variance - SP	\$1,779,000	\$0	\$0	\$1,763,829	\$15,171
Project Manager: Keith Sanders	Grant Funds	\$45,047	\$0	\$0	\$45,047	\$0
	Other Funds	\$25,000	\$0	\$0	\$25,000	\$0
	SPLOST 2011	\$5,053,148	\$0	\$0	\$5,052,369	\$779
Project Sponsor: Leisure Services	Total	\$6,902,195	\$0	\$0	\$6,886,245	\$15,950
<b>17 - Dudley Park Improvements</b>	SPLOST 2011	\$1,134,044	\$0	\$0	\$1,129,163	\$4,881
Project Manager: Keith Sanders						
Project Sponsor: Leisure Services	Total	\$1,134,044	\$0	\$0	\$1,129,163	\$4,881
<b>18 - Satterfield Park Renovations and Upgrades</b>	SPLOST 2011	\$614,950	\$0	\$0	\$614,950	\$0
Project Manager: Keith Sanders						
Project Sponsor: Leisure Services	Total	\$614,950	\$0	\$0	\$614,950	\$0
<b>19 - Animal Shelter Expansion</b>	Revenue Variance - SP	\$250,000	\$0	\$35,605	\$164,168	\$50,227
Project Manager: Keith Sanders	SPLOST 2011	\$1,285,563	\$0	\$0	\$1,285,563	\$0
Project Sponsor: Animal Services	Total	\$1,535,563	\$0	\$35,605	\$1,449,731	\$50,227
<b>20 - Government Facilities Fire Protection</b>	Revenue Variance - SP	\$441,357	\$0	\$0	\$441,358	(\$1)
Project Manager: Daniel Garren	SPLOST 2011	\$1,124,057	\$0	\$0	\$1,124,056	\$1
Project Sponsor: Central Services	Total	\$1,565,414	\$0	\$0	\$1,565,414	\$0
<b>21 - Public Art Program</b>	SPLOST 2011	\$403,500	\$51,512	\$0	\$153,814	\$198,174
Project Manager: Madhuri Angadi						
Project Sponsor: Leisure Services	Total	\$403,500	\$51,512	\$0	\$153,814	\$198,174
<b>22 - Youth and Community Enrichment Facility Partnership</b>	SPLOST 2011	\$3,002,188	\$90,364	\$280,984	\$112,340	\$2,518,500
Project Manager: Keith Sanders						
Project Sponsor: Mayor and Commission	Total	\$3,002,188	\$90,364	\$280,984	\$112,340	\$2,518,500
<b>23 - Energy Sustainability Program</b>	Grant Funds	\$342,497	\$0	\$0	\$342,497	\$0
Project Manager: Keith Sanders	SPLOST 2011	\$820,000	\$0	\$205,000	\$615,000	\$0
Project Sponsor: Sustainability Office	Total	\$1,162,497	\$0	\$205,000	\$957,497	\$0
<b>24 - Infrastructure Improvements for Affordable Housing Programs</b>	SPLOST 2011	\$500,000	\$130,130	\$0	\$235,902	\$133,968
Project Manager: Keith Sanders						
Project Sponsor: Housing & Community Development	Total	\$500,000	\$130,130	\$0	\$235,902	\$133,968

Project Information	Fund Source	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>25 - CHaRM - Center for Hard to Recycle Materials</b> Project Manager: Keith Sanders Project Sponsor: Solid Waste	SPLOST 2011	\$111,444	\$0	\$0	\$111,444	\$0
	Total	\$111,444	\$0	\$0	\$111,444	\$0
<b>26 - Road &amp; Bridge Imp and Rep</b> Project Manager: Derek Doster	Revenue Variance - SP	\$524,444	\$0	\$0	\$524,444	\$0
	General Funds	\$60,694	\$0	\$91	\$60,603	\$0
	Grant Funds	\$1,556,917	\$0	\$423,914	\$1,133,002	\$0
	SPLOST 2011	\$15,210,732	\$1,354,148	\$351,416	\$13,480,782	\$24,387
Project Sponsor: Transportation & Public Works	Total	\$17,352,787	\$1,354,148	\$775,421	\$15,198,831	\$24,387
<b>27 - Areawide Stormwater Improvement Program</b> Project Manager: Derek Doster	Revenue Variance - SP	\$2,000,000	\$0	\$27,888	\$1,933,374	\$38,738
	Contributed Funds	\$200,000	\$0	\$0	\$200,000	\$0
	Other Funds	\$173,005	\$0	\$0	\$173,005	\$0
	SPLOST 2011	\$1,940,000	\$0	\$0	\$1,940,000	\$0
Project Sponsor: Transportation & Public Works	Total	\$4,313,005	\$0	\$27,888	\$4,246,379	\$38,738
<b>28 - Greenspace Acquisition Program</b> Project Manager: Derek Doster	Revenue Variance - SP	\$54,000	\$0	\$0	\$54,000	\$0
	SPLOST 2011	\$3,076,200	\$0	\$0	\$3,022,326	\$53,874
Project Sponsor: Sustainability Office	Total	\$3,130,200	\$0	\$0	\$3,076,326	\$53,874
<b>29 - Facilities Management Facility Relocation</b> Project Manager: Keith Sanders Project Sponsor: Central Services	SPLOST 2011	\$2,428,500	\$0	\$0	\$2,428,500	\$0
	Total	\$2,428,500	\$0	\$0	\$2,428,500	\$0
<b>30 - Expansion of Property and Evidence Facility</b> Project Manager: Keith Sanders Project Sponsor: Police	SPLOST 2011	\$1,812,224	\$0	\$0	\$1,812,224	\$0
	Total	\$1,812,224	\$0	\$0	\$1,812,224	\$0
<b>31 - Neighborhood Traffic Management Program</b> Project Manager: Derek Doster Project Sponsor: Transportation & Public Works	SPLOST 2011	\$485,000	\$0	\$30,527	\$454,473	\$0
	Total	\$485,000	\$0	\$30,527	\$454,473	\$0

Project Information	Fund Source	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>32 - Costa Building Renovation</b> Project Manager: Daniel Garren	SPLOST 2011 Interest	\$1,509,613	\$0	\$790,005	\$719,608	\$0
	Revenue Variance - SP	\$158,643	\$0	\$158,643	\$0	\$0
	Contributed Funds	\$420,000	\$420,000	\$0	\$0	\$0
	ARPA Funds	\$558,000	\$0	\$0	\$558,000	\$0
	SPLOST 2011	\$7,785,893	\$38,700	\$663,320	\$6,334,467	\$749,407
Project Sponsor: Central Services	Total	\$10,432,149	\$458,700	\$1,611,968	\$7,612,075	\$749,407
<b>33 - Ware-Lyndon House Historic Garden</b> Project Manager: Keith Sanders Project Sponsor: Leisure Services	SPLOST 2011	\$239,000	\$0	\$0	\$239,000	\$0
	Total	\$239,000	\$0	\$0	\$239,000	\$0
<b>34 - City of Winterville</b> Project Manager: Keith Sanders Project Sponsor: City of Winterville	SPLOST 2011	\$1,773,000	\$0	\$0	\$1,773,000	\$0
	Total	\$1,773,000	\$0	\$0	\$1,773,000	\$0
<b>35 - Town of Bogart</b> Project Manager: Keith Sanders Project Sponsor: Town of Bogart	SPLOST 2011	\$227,000	\$0	\$0	\$227,000	\$0
	Total	\$227,000	\$0	\$0	\$227,000	\$0
<b>Total</b>		<b>\$220,779,203</b>	<b>\$3,081,951</b>	<b>\$3,770,406</b>	<b>\$209,042,140</b>	<b>\$4,884,706</b>

Fund	Budgeted	Designated	Encumbered	Expenses	Available Balance
<b>SPLOST 2011</b>	\$126,847,427	\$2,661,951	\$2,255,827	\$117,396,298	\$4,533,350
<b>Program Funds Subtotal</b>	<b>\$126,847,427</b>	<b>\$2,661,951</b>	<b>\$2,255,827</b>	<b>\$117,396,298</b>	<b>\$4,533,350</b>
<b>Proceeds from Loans</b>	\$69,543,716	\$0	\$0	\$69,543,716	\$0
<b>SPLOST 2011 Interest</b>	\$2,194,613	\$0	\$790,005	\$1,404,608	\$0
<b>Other Funds</b>	\$214,725	\$0	\$10,000	\$204,725	\$0
<b>Grant Funds</b>	\$14,675,834	\$0	\$441,208	\$14,234,627	\$0
<b>Revenue Variance - SPLOST 2011</b>	\$6,064,193	\$0	\$273,275	\$5,439,562	\$351,356
<b>General Funds</b>	\$60,694	\$0	\$91	\$60,603	\$0
<b>Contributed Funds</b>	\$620,000	\$420,000	\$0	\$200,000	\$0
<b>ARPA Funds</b>	\$558,000	\$0	\$0	\$558,000	\$0
<b>Other Funds Subtotal</b>	<b>\$93,931,776</b>	<b>\$420,000</b>	<b>\$1,514,579</b>	<b>\$91,645,842</b>	<b>\$351,356</b>
<b>Total</b>	<b>\$220,779,203</b>	<b>\$3,081,951</b>	<b>\$3,770,406</b>	<b>\$209,042,140</b>	<b>\$4,884,706</b>

<b>Unallocated Interest</b>	<b>\$1,495,809</b>
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