



## PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, November 28, 2023

1:00 PM

### PUBLIC SERVICES

- 1. New Ownership-(Existing Location): A.N.-23-56:** A request by **Sanjoy Dey** for a retail package **Beer & Wine** License to be used in connection with EZ Stop & Shop located at 2160 Martin Luther King Blvd. **District 2. Super District 9.**
- 2. New Location: A.N. 23-57:** A request by **Fredrick Neely** for an on-premises consumption **Liquor, Beer, & Wine** License to be used in connection with Studio Neighborhood Bar located at 473 Broad Street. There will be **Dance. District 1. Super District 9.**
- 3. New Location: A.N. 23-58:** A request by **Kelsey Lucius** for a consumption on premise **Beer & Wine** License to be used in connection with Salty Tomatoes Café located at 1480 Wrightsboro Rd. There will be **Sunday Sales. District 1. Super District 9.**
- 4. New Ownership (Existing Location): A.N. 23-59:** A request by **Bala Duggimpudi** for a retail package **Beer & Wine** License to be used in connection with Master's Food Mart located at 2443 Peach Orchard Rd. **District 2. Super District 9.**
- 5.** Motion to accept the award of the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant for May Park and to approve the execution of the grant terms and conditions.
- 6.** Motion to approve the execution of the grant terms and conditions for the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant at Boykin Road Park.
- 7.** Motion to approve the Concept Plan for Dyess Park, to continue with the preliminary and final design process, and to prepare for the demolition of the existing defunct community center.
- 8.** Motion to approve a lease agreement with the Augusta Rugby Club.
- 9.** Motion to Approve increasing the Augusta Regional Airport 2023 budget in the amount of \$8,600,000 for the Taxiway (Apron) G Construction. Approved by the Augusta Aviation Commission on June 29, 2023.
- 10.** Motion to approve the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2025.
- 11.** A motion to approve the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.

12. A motion to approve the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.
13. A motion to approve the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.
14. Motion to approve the minutes of the Public Services Committee held on November 14, 2023.



## Public Services Committee Meeting

November 28, 2023

Alcohol Application

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<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Julietta H. Walton, Business License & Customer Service Manager
<b>Caption:</b>	<b>New Ownership-(Existing Location): A.N.-23-56:</b> A request by <b>Sanjoy Dey</b> for a retail package <b>Beer &amp; Wine</b> License to be used in connection with EZ Stop & Shop located at 2160 Martin Luther King Blvd. <b>District 2. Super District 9.</b>
<b>Background:</b>	This is an Existing Location. Formerly in the name of Ashaben Patel.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a pro-rated fee of \$665.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** A.N. 23-56

**Application Type:** Retail Package Beer & Wine

**Business Name:** EZ Stop & Shop

**Hearing Date:** November 28, 2023

**Report Prepared By:** Julietta H. Walton, Business License & Customer Service Manager

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**Applicant:** Sanjoy Dey

**Property Owner:** Jennifer Sermons

**Address of Property:** 2160 Martin Luther King Jr. Blvd

**Tax Parcel #:** 072-1-145-01-0

**Commission District:** District: 2 Super District: 9

**Background:** New Ownership (Existing Location)

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**ANALYSIS:** Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-I (Neighborhood Business) Zone
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

**ADDITIONAL CONSIDERATIONS:**

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
  - **The proposed location is an Existing Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation.** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

**FINANCIAL IMPACT:** The applicant will pay a pro-rated fee of \$665.00.

**RECOMMENDATION:**

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

**Note:** The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



Augusta-Richmond County Planning & Development Department  
1803 Marvin Griffin Road  
Augusta, GA. 30906

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business 2160 MARKET LLC D/B/A EZ STOP & SHOP
2. Business Address 2160 MARTIN LUTHER KING JR DR
3. City AUGUSTA State GA Zip 30901
4. Business Phone (404) Home Phone ( )
5. Applicant Name and Address: SANJOY DEY  
914 COLLIER RD NW ATLANTA GA 30318
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_

8. Business Location: Map & Parcel \_\_\_\_\_ Zoning \_\_\_\_\_
9. Location Manager(s) SANJOY DEY

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
☒ Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 09/18/2023
12. Mailing Address:  
Name of Business EZ STOP & SHOP  
Attention SANJOY DEY  
Address 2160 MARTIN LUTHER KING JR DR  
City/State/Zip AUGUSTA, GA, 30901
13. Ownership Type: ☒ Corporation ( ) Partnership ( ) Individual
14. Corporate Name: 2160 MARKET LLC  
List name and other required information for each person having interest in this business.

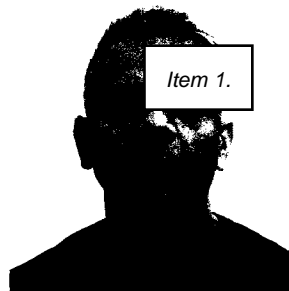
Name	Position	SSNO#	Address	Interest
SANJOY DEY	President		3722 WALTON WAY	100%
			#146, AUGUSTA,	
			GA, 30907	

15. What type of business will you operate in this location?  
( ) Restaurant - Full ( ) Lounge ☒ Convenience Store  
( ) Restaurant - Limited ( ) Package Store ( ) Hybrid  
( ) Other: \_\_\_\_\_

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Consumption on Premises					
Wholesale					

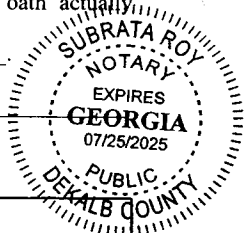
Total License Fee: \$ \_\_\_\_\_  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

16. Have you ever applied for an Alcohol Beverage License before: NO  
If so, give year of application and its disposition: \_\_\_\_\_
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes ( ) No If so, please initial SA



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No  
If yes, give full details: — N/A —
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. ( ) Yes (X) No  
If yes, give reason charged or held, date and place where charged and its disposition.  
— N/A —
21. List owner or owners of building and property.
22. List the name and other required information for each person, firm or corporation having any interest in the business. SANJOY DEY
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  
A) Church \_\_\_\_\_ C) School \_\_\_\_\_  
B) Library \_\_\_\_\_ D) Public Recreation \_\_\_\_\_
24. State of Georgia, Augusta-Richmond County, I, Sanjoy Dey  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.  
[Signature]  
Applicant Signature
25. I hereby certify that SANJOY DEY is personally known to be,  
That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 2nd day of October, in the year 2023.

[Signature]  
Notary Public



**FOR OFFICE USE ONLY**

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.  
(Approved, Disapproved) the forgoing application

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date



## Public Services Committee Meeting

November 28, 2023

Alcohol Application

<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Julietta H. Walton, Business License & Customer Service Manager
<b>Caption:</b>	<b>New Location: A.N. 23-57:</b> A request by <b>Fredrick Neely</b> for an on-premises consumption <b>Liquor, Beer, &amp; Wine</b> License to be used in connection with Studio Neighborhood Bar located at 473 Broad Street. There will be Dance. <b>District 1. Super District 9.</b>
<b>Background:</b>	This is a New Location.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a pro-rated fee of \$2,362.50.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** A.N. 23-57

**Application Type:** Consumption on Premise Liquor, Beer, Wine & Dance

**Business Name:** Studio Neighborhood Bar

**Hearing Date:** November 28, 2023

**Report Prepared By:** Julietta H. Walton, Business License & Customer Service Manager

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**Applicant:** *Fredrick D. Neely*

**Property Owner:** McLean One LLC

**Address of Property:** 473 Broad Street

**Tax Parcel #:** 047-2-049-00-0

**Commission District:** District: 1 Super District: 9

**Background:** New Location

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**ANALYSIS:** Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer, Wine & Dance meets the minimum distance location to churches, schools, libraries, and public recreation areas.

**ADDITIONAL CONSIDERATIONS:**

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
  - **The proposed location is a New Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation.** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

**FINANCIAL IMPACT:** The applicant will pay a pro-rated fee of \$2,362.50

**RECOMMENDATION:**

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

**Note:** The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



Augusta-Richmond County  
1815 Marvin Griffin Road  
Augusta, GA 30906

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business FDNvestments LLC. D.B.A. Studio Neighborhood Bar
2. Business Address 473 Broad St.
3. City Augusta State Ga Zip 30901
4. Business Phone (706) \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_
5. Applicant Name and Address: Fredrick D. Neely  
1224 Pine St. Augusta Ga
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_
8. Business Location: Map & Parcel 047-2-049-00-0 Zoning C3
9. Location Manager(s) Fredrick D. Neely  
Harold D. Baskett
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
☒ Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: \_\_\_\_\_
12. Mailing Address:  
Name of Business FDNvestments LLC. D.B.A. Studio Neighborhood Bar  
Attention \_\_\_\_\_  
Address 1224 pine st.  
City/State/Zip Augusta, Ga. 30901
13. Ownership Type: ( ) Corporation ( ) Partnership ☒ Individual
14. Corporate Name: \_\_\_\_\_  
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
<u>Fredrick Neely</u>	<u>owner</u>		<u>1224 Pine St.</u>	<u>100</u>

15. What type of business will you operate in this location?  
( ) Restaurant ☒ Lounge ( ) Convenience Store  
( ) Package Store ( ) Other: \_\_\_\_\_

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer	No	No	No	N/A	No
Consumption on Premises	Yes	Yes	Yes	Yes	
Wholesale	No	No	No	N/A	No

Total License Fee: \$ \_\_\_\_\_  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

16. Have you ever applied for an Alcohol Beverage License before: No  
If so, give year of application and its disposition: \_\_\_\_\_
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes ( ) No If so, please initial. F.D.N.

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ☒ Yes ( ) No

If yes, give full details: At Greene Streets there were popcicles with alcohol in the employee refrigerator. We were fined \$250 by ATF for the misdemeanor.

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) Yes ☒ No

If yes, give reason charged or held, date and place where charged and its disposition.

21. List owner or owners of building and property.

MCLEAN ONE LLC

22. List the name and other required information for each person, firm or corporation having any interest in the business.

Fredrick D. Neely

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

A.) Church \_\_\_\_\_ C.) School \_\_\_\_\_  
B.) Library \_\_\_\_\_ D.) Public Recreation \_\_\_\_\_

24. State of Georgia, Augusta-Richmond County, I, Fredrick D. Neely  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Fredrick Neely  
Applicant Signature

25. I hereby certify that Fredrick Neely is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.

This 17 day of October, in the year 2023.

Tomika G. Moody  
Notary Public

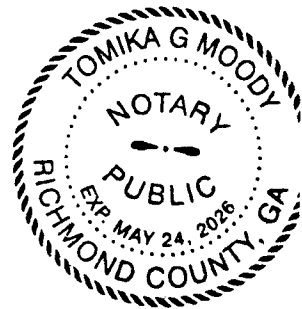
#### FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_  
(Approved, Disapproved) the forgoing application.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date





## Public Services Committee Meeting

November 28, 2023

Alcohol Application

---

<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Julietta H. Walton, Business License & Customer Service Manager
<b>Caption:</b>	<b>New Location: A.N. 23-58:</b> A request by <b>Kelsey Lucius</b> for a consumption on premise <b>Beer &amp; Wine</b> License to be used in connection with Salty Tomatoes Café located at 1480 Wrightsboro Rd. There will be <b>Sunday Sales. District 1. Super District 9.</b>
<b>Background:</b>	This is a New Location
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a pro-rated fee of \$1,870.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** A.N. 23-58

**Application Type:** Consumption on Premise Beer, Wine & Sunday Sales

**Business Name:** Salty Tomatoes Cafe

**Hearing Date:** November 28, 2023

**Report Prepared By:** Julietta H. Walton, Business License & Customer Service Manager

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**Applicant:** *Kelsey Lucius*

**Property Owner:** MREF III Beacon Station, LLC

**Address of Property:** 1480 Wrightsboro Rd

**Tax Parcel #:** 045-4-216-00-0

**Commission District:** District: 1 Super District: 9

**Background:** New Location

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**ANALYSIS:** Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** PUD (Planned Unit Development) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer, Wine & Dance meets the minimum distance location to churches, schools, libraries, and public recreation areas.

**ADDITIONAL CONSIDERATIONS:**

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

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- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation.** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

**FINANCIAL IMPACT:** The applicant will pay a pro-rated fee of \$1,870.00

**RECOMMENDATION:**

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

**Note:** The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

COPY

Augusta-Richmond County  
1815 Marvin Griffin Road  
Augusta, GA 30906

**ALCOHOL BEVERAGE APPLICATION**

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number 2023-

1. Name of Business Salty Tomatoes Cafe
2. Business Address 1480 Wrightsboro Rd
3. City Augusta State GA Zip 30901
4. Business Phone (803) \_\_\_\_\_ Home Phone (\_\_\_\_) \_\_\_\_\_
5. Applicant Name and Address: Kelsey Lucius  
210 McBurney Chamberlain Rd  
Plum Branch, SC 29845
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_
8. Business Location: Map & Parcel \_\_\_\_\_ Zoning \_\_\_\_\_
9. Location Manager(s) Kelsey Lucius
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(X) Yes ( ) No

**OWNERSHIP INFORMATION**

11. Corporation (if applicable): Date Chartered: \_\_\_\_\_
12. Mailing Address: \_\_\_\_\_  
Name of Business Salty Tomatoes Cafe  
Attention Kelsey Lucius  
Address 1480 Wrightsboro Road  
City/State/Zip Augusta, GA 30809
13. Ownership Type: ( ) Corporation ( ) Partnership (X) Individual
14. Corporate Name: \_\_\_\_\_  
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Kelsey Lucius	Owner		as above	100%

15. What type of business will you operate in this location?  
( ) Restaurant ( ) Lounge ( ) Convenience Store  
( ) Package Store (X) Other: Cafe/bistro

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises		X	X		X
Wholesale					

Total License Fee: \$ \_\_\_\_\_  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

16. Have you ever applied for an Alcohol Beverage License before: No  
If so, give year of application and its disposition: \_\_\_\_\_
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial. KBL



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.

19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No  
If yes, give full details: \_\_\_\_\_

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) Yes (X) No  
If yes, give reason charged or held, date and place where charged and its disposition. \_\_\_\_\_

21. List owner or owners of building and property.  
Jeffrey Frederick

22. List the name and other required information for each person, firm or corporation having any interest in the business.  
N/A

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

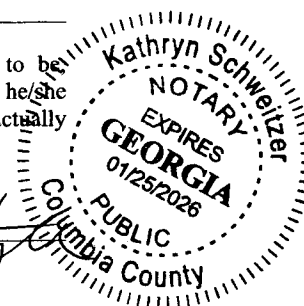
A.) Church 300 ft C.) School \_\_\_\_\_  
B.) Library \_\_\_\_\_ D.) Public Recreation \_\_\_\_\_

24. State of Georgia, Augusta-Richmond County, I, Kelsey Lucius  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Kelsey Lucius  
Applicant Signature

25. I hereby certify that Kelsey Lucius is personally known to me that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

Kathryn Schweitzer  
Notary Public



**FOR OFFICE USE ONLY**

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_  
(Approved, Disapproved) the forgoing application.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date



## Public Services Committee Meeting

November 28, 2023

Alcohol Application

<b>Department:</b>	Planning & Development Department
<b>Presenter:</b>	Julietta H. Walton, Business License & Customer Service Manager
<b>Caption:</b>	<b>New Ownership (Existing Location): A.N. 23-59:</b> A request by <b>Bala Duggimpudi</b> for a retail package <b>Beer &amp; Wine</b> License to be used in connection with Master's Food Mart located at 2443 Peach Orchard Rd. <b>District 2. Super District 9.</b>
<b>Background:</b>	This is an Existing Location. Formerly in the name of Anita Jones.
<b>Analysis:</b>	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	The applicant will pay a pro-rated fee of \$665.00.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.  The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**Case Number:** A.N. 23-59

**Application Type:** Retail Package Beer & Wine

**Business Name:** Masters Food Mart

**Hearing Date:** November 28, 2023

**Report Prepared By:** Julietta H. Walton, Business License & Customer Service Manager

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**Applicant:** *Bala Reddy Duggimpudi*

**Property Owner:** Gouri Vuppula

**Address of Property:** 2443 Peach Orchard Rd

**Tax Parcel #:** 098-2-063-00-0

**Commission District:** District: 2 Super District: 9

**Background:** New Ownership (Existing Location)

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**ANALYSIS:** Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

**ADDITIONAL CONSIDERATIONS:**

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
  - **The proposed location is an Existing Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation.** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

**FINANCIAL IMPACT:** The applicant will pay a pro-rated fee of \$665.00.

**RECOMMENDATION:**

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

**Note:** The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that

Augusta-Richmond County  
1815 Marvin Griffin Road  
Augusta, GA 30906

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business Masters Food Mart
2. Business Address 2443 Peach Orchard Rd.
3. City Augusta State GA Zip 30906
4. Business Phone (706) \_\_\_\_\_ Home Phone (706) 951-7605
5. Applicant Name and Address: Bala Reddy Duggimpudi  
2021 Windsor Spring Rd.  
Augusta, GA. 30906
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_
8. Business Location: Map & Parcel \_\_\_\_\_ Zoning \_\_\_\_\_
9. Location Manager(s) Bala Reddy Duggimpudi
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(☒) Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 11/17/2022
12. Mailing Address:  
Name of Business Masters Food Mart  
Attention Bala Reddy Duggimpudi  
Address 2021 Windsor Spring Rd.  
City/State/Zip Augusta, GA. 30906
13. Ownership Type: ( ) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: SRINIDHI INVESTMENTS, LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Bala Reddy Duggimpudi	Member		2021 Windsor Spring Rd. Augusta, GA. 30906	100 %

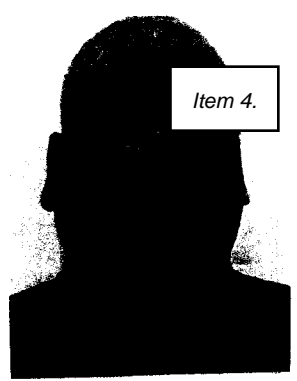
15. What type of business will you operate in this location?  
( ) Restaurant ( ) Lounge (☒) Convenience Store  
( ) Package Store ( ) Other: \_\_\_\_\_

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Consumption on Premises					
Wholesale					

Total License Fee: \$ \_\_\_\_\_  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

16. Have you ever applied for an Alcohol Beverage License before: No  
If so, give year of application and its disposition: \_\_\_\_\_
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (x) Yes ( ) No If so, please initial. B-R

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (✓) No  
If yes, give full details: \_\_\_\_\_

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) Yes (✓) No  
If yes, give reason charged or held, date and place where charged and its disposition. \_\_\_\_\_

21. List owner or owners of building and property.  
Gouri P. Vuppula

22. List the name and other required information for each person, firm or corporation having any interest in the business.  
Bala Reddy Duggimpudi 100%

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

A.) Church \_\_\_\_\_ C.) School \_\_\_\_\_  
B.) Library \_\_\_\_\_ D.) Public Recreation \_\_\_\_\_

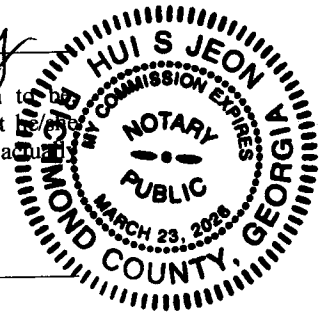
24. State of Georgia, Augusta-Richmond County, I, Bala Reddy Duggimpudi  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.

Applicant Signature

Bala Reddy

25. I hereby certify that Bala Reddy Duggimpudi is personally known to me that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.  
This 18 day of October, in the year 2023.

Notary Public



#### FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ (Approved, Disapproved) the foregoing application.

Administrator

Date



## Public Services Committee Meeting

Meeting Date: November 28, 2023

Motion to accept the award of a grant for park improvements at May Park

<b>Department:</b>	Parks & Recreation Department
<b>Presenter:</b>	Maurice McDowell
<b>Caption:</b>	Motion to accept the award of the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant for May Park and to approve the execution of the grant terms and conditions.
<b>Background:</b>	The Parks and Recreation Department has applied for the Governor's grant to implement improvements at May Park (grant proposal PR000406) and was awarded \$2.2M for those park improvements.
<b>Analysis:</b>	Accepting the award will help Augusta implement park improvements at May Park.
<b>Financial Impact:</b>	<p>Augusta applied for \$2,000,000 in grant funds and was awarded those \$2,000,000 plus \$200,000 in contingency funding. The overall estimated cost for the project is \$2,538,206.57. \$238,206.57 are anticipated to be provided through in-kind donations of labor and materials, such as citizens sponsoring a park bench with their name plaque on it. The \$300,000 grant match is for the portion of the grant that provides connectivity between May Park and the adjacent cemeteries (Magnolia Cemetery and Cedar Grove Cemetery) and are covered by the SPLOST 8 cemetery allocation.</p> <ul style="list-style-type: none"> <li>• \$2,000,000 – grant funding</li> <li>• \$200,000 – grant contingency</li> <li>• \$300,000 – local match of the grant</li> <li>• \$238,206 – Donation of labor and/or materials</li> </ul>
<b>Alternatives:</b>	<ol style="list-style-type: none"> <li>1. Move to accept the grant and execute the grant terms and conditions.</li> <li>2. Move to no action</li> </ol>
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. Move to accept the grant and execute the grant terms and conditions.</li> </ol>
<b>Funds are available in the following accounts:</b>	GL 330-06-1120, JL 222068905
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

AMERICAN RESCUE PLAN ACT  
IMPROVING NEIGHBORHOOD  
OUTCOMES IN DISPROPORTIONATELY  
IMPACTED COMMUNITIES  
GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

May Park Improvements

## About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the Governor’s Office of Planning and Budget (“OPB”) on behalf of the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Augusta-Richmond County, from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (“SFRF”) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, ( the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

## 1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned  
Augusta-Richmond County
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

## 2. General Requirements and Conditions

### 2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

## 2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to eligible and reasonable expenses incurred to fund the completion of the Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

## 2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

## 2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.

## 2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

## 2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding

this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

## 2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

## 2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

## 2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

## 2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

## 2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General<sup>1</sup> and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

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<sup>1</sup> See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

## 2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

## 2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

#### 2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

#### 2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

#### 2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

#### 2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

## 2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

## 2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME	Mayor Garnett L. Johnson
ADDRESS	535 Telfair St., Suite 200, Augusta GA 30906
EMAIL	<a href="mailto:MayorJohnson@augustaga.gov">MayorJohnson@augustaga.gov</a>
PHONE	706-821-1831

If to OPB:

Governor's Office of Planning and Budget  
2 Capitol Square SW  
Atlanta  
Georgia 30334  
[grants@opb.georgia.gov](mailto:grants@opb.georgia.gov)

## 2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

## 2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

# 3. Warranties

## 3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

### 3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

### 3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

### 3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal

Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### 3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### 3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

### 3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

### 3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

### 3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

## 4. Property and Procurement Requirements

### 4.1 [Reserved]

## 5. Audit and Records Requirements

### 5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

### 5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

### 5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

### 5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

## 6. Prohibited and Regulated Activities and Expenditures

### 6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department<sup>2</sup>:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

### 6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

<sup>2</sup> [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt 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 any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

## **7. Financial Requirements**

### **7.1 Payments and Required Documentation**

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

### **7.2 [Reserved]**

### 7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

### 7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

### 7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

## 7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

## 7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

## 7.8 Project Close Out

The State will close-out the Grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

## 8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$2,200,000.00 for expenses deemed eligible under the terms of this Grant.

## 9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

### 1. Authorized User One – Authorized Representative of Grantee (Required)

First Name: Maurice Last Name: McDowell  
Title: Director, Augusta Parks and Recreation Department  
Email: mmcdowell@augustaga.gov  
Phone: 7067965025

### 2. Authorized User Two (Optional)

First Name: Last Name:  
Title:  
Email:  
Phone:

**[EXHIBITS AND SIGNATURE PAGES FOLLOW]**

## EXHIBIT A

### Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature: \_\_\_\_\_  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

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

**EXHIBIT B**  
**Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility**  
**Matters; and Drug-Free Workplace Requirements**

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

### **3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
  - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the Statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1  
622 4th Street

ADDRESS 2

CITY	STATE	ZIP	ZIP+4
Augusta	GA	30901	0000

#### 4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature: \_\_\_\_\_  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

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

## EXHIBIT C

### American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Garnett L. Johnson  
am the Mayor  
of Augusta, Georgia  
Unique Entity Identifier APRD

(Print Name),  
(Title)  
("Grantee")  
and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature: \_\_\_\_\_  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

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

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

\_\_\_\_\_ Exhibit A – Grantee Assurances

\_\_\_\_\_ Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

\_\_\_\_\_ Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

**By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.**

By:

Signature: \_\_\_\_\_  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

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

SIGNATURE PAGE

## AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

### Proposal Project No. Project Title

PR000406 RECREATIO May Park - Improving Neighborhood Outcomes Grant

Parks & Recreation is requesting \$2,000,000 from the "Improving Neighborhood Outcomes in Disproportionally Impacted Communities" grant program. The Department will use additional \$300,000 from SPLOST 8 to fund this project. May Park is in need of repair of the basketball courts, the tennis courts will be resurfaced and reconfigured to allow pickleball play. The grant application will also include improvements to the athletic fields and lighting and add a walking track.

The picnic shelter, benches, restroom facility will also be upgraded. In addition the Department plans to work with volunteer groups, staff and other agencies to provide an In-Kind Match of \$238,206.57 for labor and materials. Match funds are available in GL 330-06-1110, JL 222068701. Cash match required (N/Y): Yes / EEO required No / EEO Department notified No

Start Date: 01/01/2023

End Date: 10/31/2026

Submit Date: 11/18/2022

Department: 061

Recreation

Cash Match?

Y

Total Budgeted Amount: 2,538,206.57

Total Funding Agency:

2,000,000.00

Total Cash Match: 538,206.57

award: \$2.2M

Sponsor: GM0047

U.S. Dept. of Treasury

Sponsor Type: PT

Pass thru Federal

Purpose: 13

Community

Flow Thru ID: GM0055 Governor Office Planning & Budget

### Contacts

Type	ID	Name	Phone
I	23996	ROST, FRANK	(706)796-5030

### Approvals

Type	By	Date
FA	M. MCDOWELL	11/07/2022

Dept. Signature: 

Grant Coordinator Signature:  11/15/2022

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

  
Finance Director

11-18-2022  
Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

  
Administrator

11/22/22  
Date

CS 11/18/22

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

User: FR18366 - Frank Rost

Page

Current Date: 11/18/2022

Report: GM1000\_PROPOSAL - GM1000: Grants Management: 1

Current Time: 11:10:43



## Public Services Committee Meeting

Meeting Date: November 28, 2023

Motion to approve the execution of grant terms and conditions

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<b>Department:</b>	Parks & Recreation Department
<b>Presenter:</b>	Maurice McDowell
<b>Caption:</b>	Motion to approve the execution of the grant terms and conditions for the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant at Boykin Road Park.
<b>Background:</b>	The Augusta Commission, at the meeting held on June 6, 2023, accepted the award of the grant for Boykin Road Park.
<b>Analysis:</b>	The execution of the grant terms and conditions is required to proceed with the project.
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	<ol style="list-style-type: none"> <li>1. Move to execute the grant terms and conditions.</li> <li>2. Move to no action</li> </ol>
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. Move to execute the grant terms and conditions.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

AMERICAN RESCUE PLAN ACT  
IMPROVING NEIGHBORHOOD  
OUTCOMES IN DISPROPORTIONATELY  
IMPACTED COMMUNITIES  
GRANT PROGRAM  
  
TERMS AND CONDITIONS

GRANT APPLICATION NAME

Boykin Road Park Improvements

## About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the Governor’s Office of Planning and Budget (“OPB”) on behalf of the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Augusta-Richmond County, from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (“SFRF”) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, ( the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

## 1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned  
Augusta-Richmond County
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

## 2. General Requirements and Conditions

### 2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

## 2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to eligible and reasonable expenses incurred to fund the completion of the Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

## 2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

## 2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.

## 2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

## 2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding

this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

## 2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

## 2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

## 2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

## 2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

## 2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General<sup>1</sup> and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

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<sup>1</sup> See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

## 2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

## 2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

#### 2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

#### 2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

#### 2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

#### 2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

## 2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

## 2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME	Mayor Garnett L. Johnson
ADDRESS	535 Telfair St., Suite 200, Augusta GA 30906
EMAIL	<a href="mailto:MayorJohnson@augustaga.gov">MayorJohnson@augustaga.gov</a>
PHONE	706-821-1831

If to OPB:

Governor's Office of Planning and Budget  
 2 Capitol Square SW  
 Atlanta  
 Georgia 30334  
[grants@opb.georgia.gov](mailto:grants@opb.georgia.gov)

## 2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

## 2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

# 3. Warranties

## 3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

### 3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

### 3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

### 3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal

Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### 3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### 3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

### 3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

### 3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

### 3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

## 4. Property and Procurement Requirements

### 4.1 [Reserved]

## 5. Audit and Records Requirements

### 5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

### 5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

### 5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

### 5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

## 6. Prohibited and Regulated Activities and Expenditures

### 6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department<sup>2</sup>:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

### 6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

<sup>2</sup> [SLFRF-Final-Rule.pdf \(treasury.gov\)](https://www.treasury.gov/press-releases/Pages/SLFRF-Final-Rule.pdf)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt 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 any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

## **7. Financial Requirements**

### **7.1 Payments and Required Documentation**

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

### **7.2 [Reserved]**

### 7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

### 7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

### 7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

## 7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

## 7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

## 7.8 Project Close Out

The State will close-out the Grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

## 8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$1,669,031.10 for expenses deemed eligible under the terms of this Grant.

## 9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

### 1. Authorized User One – Authorized Representative of Grantee (Required)

First Name: Maurice Last Name: McDowell  
Title: Director, Augusta Parks and Recreation Department  
Email: mmcdowell@augustaga.gov  
Phone: 7067965025

### 2. Authorized User Two (Optional)

First Name: Last Name:  
Title:  
Email:  
Phone:

**[EXHIBITS AND SIGNATURE PAGES FOLLOW]**

## EXHIBIT A

### Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature: \_\_\_\_\_  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

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

**EXHIBIT B**  
**Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

### **3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
  - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the Statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1  
2345 Boykin Road

ADDRESS 2

CITY	STATE	ZIP	ZIP+4
Augusta	GA	30906	0000

#### 4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature: \_\_\_\_\_  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

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

## EXHIBIT C

### American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Maurice McDowell	(Print Name),
am the Director, Augusta Parks and Recreation Department	(Title)
of Augusta-Richmond County	("Grantee")
Unique Entity Identifier APRD	and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature: \_\_\_\_\_  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

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

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

\_\_\_\_\_ Exhibit A – Grantee Assurances

\_\_\_\_\_ Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

\_\_\_\_\_ Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

**By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.**

By:

Signature: \_\_\_\_\_  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

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

SIGNATURE PAGE



## Public Services Committee Meeting

Meeting Date: November 28, 2023

Motion to approve the concept plan for Dyess Park

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<b>Department:</b>	Parks and Recreation Department
<b>Presenter:</b>	Maurice McDowell
<b>Caption:</b>	Motion to approve the Concept Plan for Dyess Park, to continue with the preliminary and final design process, and to prepare for the demolition of the existing defunct community center.
<b>Background:</b>	Dyess Park is an approved SPLOST 8 Park Improvements Project. This project consists of adding two (2) basketball courts, six (6) pickleball courts, one (1) a new walking trail, a picnic pavilion with restrooms, an outdoor fitness area, a new parking lot, a community center, a splash pad, a picnic shelter, and a new bandstand. Preparation of the demolition is necessary to start construction once the final design is approved.
<b>Analysis:</b>	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Dyess Park was part of this list. Construction is scheduled to commence the second quarter of 2024, if the concept plan is approved. The timeline for construction is 9 to 12 months.
<b>Financial Impact:</b>	This agenda item is only for the approval of the concept plan – with no financial impact. However, adequate funds have been budgeted and will be available through SPLOST 8 for design and construction.
<b>Alternatives:</b>	<ol style="list-style-type: none"> <li>1. To approve</li> <li>2. To move to no action</li> </ol>
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. To approve</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A







## Public Services Committee Meeting

Meeting Date: November 28, 2023

Motion to approve a lease agreement with the Augusta Rugby Club

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<b>Department:</b>	Parks and Recreation Department
<b>Presenter:</b>	Maurice McDowell
<b>Caption:</b>	Motion to approve a lease agreement with the Augusta Rugby Club
<b>Background:</b>	The Augusta Rugby Club is utilizing a field at the former Augusta BMX Park for their rugby practice and games. The Club would like to renew the expired lease agreement and expand the lease to include the entire park. The Rugby Club will take responsibility for the maintenance of the premises and for improvements to the premises.
<b>Analysis:</b>	The former BMX Park has been out of service for several years and it is in Augusta's interest to enter into the lease agreement and allow the Augusta Rugby Club to invest into park improvements.
<b>Financial Impact:</b>	The lease agreement does not include any financial obligation on Augusta. The Rugby Club will cover all expenditures, including utilities, maintenance, and improvements.
<b>Alternatives:</b>	<ol style="list-style-type: none"> <li>1. To approve</li> <li>2. To move to no action</li> </ol>
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. To approve</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

IN THE COUNTY OF RICHMOND )  
 )  
STATE OF GEORGIA )

**LEASE**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_ (the “Effective Date”), by and between Augusta, Georgia, (hereinafter referred to as “Augusta”) a political subdivision of the State of Georgia, acting by and through the Augusta Parks and Recreation Department (“Parks”) whose address is 2027 Lumpkin Road, Augusta, GA, and Augusta Rugby Inc., (hereinafter referred to as “Augusta Rugby”) a Georgia corporation whose address is 3540 Wheeler Rd, Ste. 402, Augusta, Georgia.

WHEREAS, Lessor is the owner of real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, which is located on Wood Street in Augusta, Richmond County, Georgia; and

WHEREAS Lessor wishes to lease to Lessee and Lessee desires to lease from Lessor, said property; and

WHEREAS, Lessee wishes to provide recreational sports on said property.

NOW THEREFORE, the parties hereto, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DO HEREBY AGREE, as follows:

I. Leased Premises. Lessor, duly authorized, does hereby lease unto Lessee, and the Lessee does hereby lease and obtain for the purposes herein set forth from the Lessor, for Lessee's exclusive use, the area described in the attached Exhibit "A" (hereinafter called the "Leased Premises), further described as the lot bounded by Wood St, Division St, Westview St, and Edgar St in Augusta, GA 30901. "Leased Premises' shall also include any changes, additions alterations, modifications and/or improvements on or to the Leased Premises made in accordance with this Lease Agreement.

II. Term. The term of this Lease Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31<sup>st</sup>, and renews automatically on each January 1<sup>st</sup>, unless terminated earlier in accordance with the termination provisions of this Agreement. The term of this agreement shall terminate absolutely, with no further renewals, ten (10) years from the Effective Date. This Agreement may be extended twice, for ten (10) year terms each, upon written agreement of the Parties. After thirty (30) years from the Effective Date this Agreement shall terminate absolutely and completely and no further extensions shall be allowed. This Lease shall create a leasehold only and not an estate for years.

III. Rental. During the term of this Agreement, Lessee agrees to pay Lessor the rental sum of Ten Dollars (\$10) annually, due every January 1. The failure to pay this sum shall be cause for default.

IV. Utilities. Lessee shall pay all charges for electricity, gas, water, sewer service, sewer treatment, telephone and any other communication or utility service used in or rendered or supplied to the Leased Premises throughout the term of this Agreement.

V. Use of the Leased Premises. Lessee shall use the Leased Premises only for the purpose of providing a place for recreational sports practice and competition.

VI. Repairs and Maintenance. Lessee shall maintain the exterior surfaces of any buildings on the Leased Premises, including any changes, additions, alterations, modifications and/or improvements made by Lessee as provided in Section 8 hereof, normal wear and tear excepted. The Lessee shall keep the Premises neat, clean, free of trash and in good and well-maintained condition with an attractive appearance. Lessor shall repair the exterior fence and gate that runs along the streets bounding the property.

VII. Changes, Additions, Alterations, Modifications, Improvements. Lessee shall be permitted, upon receipt of written consent from Lessor, to make additions, alterations, modification, and improvements to said premises, including but not limited to: move the parking lot; build an additional field; remove the BMX berms, mounds, swales, jumps, landings, and starting gate; tear down minor buildings; remove poles; including poles with lights; remove trees; repair the fence; add gates to fence; add additional irrigation; build a clubhouse; and other alternations, modification, additions, and improvements. Consent from the Lessor shall not be withheld in bad faith and should the Lessor fail to reply within 30 calendar days of a written request to make alterations, the request shall be deemed granted.

VIII. Title to Changes, Additions, Alterations, Modifications, Improvements. It is mutually understood and agreed that title to any changes, additions, alterations, modifications and/or improvements, whether existing on the Leased Premises at the effective date of this Agreement or added to the Leased Premises during the term of this Agreement, and to all of the building and structures and all other improvements of a permanent character that may be built upon the Leased Premises by the Lessee during the term of the Agreement shall remain the property of the Lessor and that fee simple title to the same shall be vested in Lessor.

IX. Inspection by Lessor. Lessor, its authorized agents or representatives shall have the right to enter upon the Leased premises to make inspections; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of Lessee. Lessor shall additionally be permitted to inspect the books, papers, and financial records related to the Leased Premises.

X. Taxes. Lessee shall pay any and all personal property taxes that may be assessed against its equipment, merchandise, or other property located on or about the Leased Premises and any franchise fees or other taxes which may be imposed or assessed against Lessee or its leasehold interest.

XI. Rules and Regulations. Lessee agrees that use of the Leased Premises shall be conducted in compliance with all local, state and federal laws, the ordinances of Augusta, Georgia, and the rules and regulations of the Augusta-Richmond County Commission. Lessee further agrees to endeavor to conduct its business in such a manner as will develop and maintain the good will and active interest of the general public. In the operation of the facilities, it is the intent of the parties that Lessee shall be covered under the Volunteer Protection Act of 1997, 42 U.S.C. § 14501, et seq. Lessee specifically agrees that its

operations shall be conducted in compliance with all federal, state and local environmental laws, rules and regulations, and agrees to indemnify and hold harmless Lessor (and each of Lessor's elected officials, officers, agents, employees and representatives), from and against any claims, actions, demands or liabilities of any kind arising out of or relating to Lessee's use of the Leased Premises.

XII. Indemnity: Insurance. Lessee agrees to indemnify and hold harmless Lessor, its officers, agents, and employees from any and all claims in any way related to or arising out of any failure of Lessee to perform its obligations hereunder or related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about the Leased Premises during the period from the date of this agreement to the end of the Lease Term, including reasonable attorney's fees and expenses of litigation incurred by Lessor in connection therewith. Lessee further agrees that the foregoing agreement to indemnify and hold harmless applies to any claims for damage or injury to itself and/or any individuals employed or retained by it in connection with any changes/additions/alterations, modifications and/or improvements made to the Leased Premises, and hereby releases Lessor from liability in connection with any such claims. Without limiting the foregoing, Lessee further agrees to maintain at all times during said period, at Lessee's expense, comprehensive and general public liability insurance coverage against claims for personal injury, death and/or property damage occurring in connection with the use and occupancy of the Leased Premises or arising out of their ownership improvement, repair or alteration of the Leased Premises with limits of coverage of not less than \$1,000,000.00 per occurrence. The cost of premiums for all policies of insurance required by this Lease Agreement shall be paid by Lessee. Policies shall be jointly in the names of Lessor and Lessee, and duplicate copies of the policies shall be delivered to Lessor. All policies providing insurance coverage required to be maintained by Lessee hereunder shall list Lessor, the Augusta-Richmond County Commission and its Mayor, Lessee and their officers, agents, members employees and successors as named insureds, as their interests may appear, and shall be issued by an insurance carrier or carriers licensed to do business in the State of Georgia and reasonably acceptable to Lessor. All such policies shall provide that no act or omission of Lessee or its agents, servants, or employees shall in any way invalidate any insurance coverage for the other named insureds. No insurance policy providing any insurance coverage required to be provided by Lessee hereunder shall be cancelable without at least 15 days advance written notice to Lessor. All insurance policies required hereunder, or copies thereof, shall be provided to Lessor by Lessee. Nothing in this provision or Lease Agreement shall be considered a waiver of Lessor's sovereign immunity.

XIII. Assignments. Lessee shall not, without the prior written consent of the Lessor, assign this Lease or any interest thereunder, sublet the Leased premises or any part thereof or permit the use of the Leased premises by any party other than Lessee. Any consent to one assignment or sublease shall not destroy or waive this provision. and all later assignments and subleases shall likewise be made only upon prior written consent of the Lessor. Subtenants or assignees shall become liable directly to the Lessor for all obligations of Lessee, without relieving Lessee's liability.

XIV. Default. In the event that Lessee should fail to observe any of its covenants and obligations as herein expressed or should Lessee abandon the Premises or cease to use the Leased Premises as herein provided, then upon the happening of such event Lessor shall have the option to declare this Lease Agreement terminated and at once take possession of the Leased

Premises. The rights and options given to Lessor under this Paragraph 14 shall not be construed to in lieu of, nor restrictive of, any other rights which Lessor may have under the law for the enforcement of this Lease Agreement. The failure of Lessor to avail itself of any remedy which it may have hereunder shall at no time be construed to a waiver of Lessor's rights.

XV. Termination. Either party may terminate this Lease Agreement upon 90 days' prior written notice. However, should Lessor terminate the lease or any subsequent automatic lease renewal for the 10 years after the effective date of this lease as described in paragraph II of this lease, for any reason other than Lessee's default and/or the provisions of Paragraph 14, Lessor shall have to compensate Lessee for all costs actually spent in improving the property.

XVI. Quiet Enjoyment. Ingress and Egress. Lessor covenants and warrants that Lessee, so long as it shall perform the duties and obligations herein agreed to be performed by it, shall peaceably and quietly have, hold and occupy and shall have the exclusive use and enjoyment of the Leased Premises during the term of this Lease Agreement and any extensions thereof.

XVII. Leased Premises accepted "as-is." Lessee acknowledges and agrees that he has inspected the Leased Premises prior to his execution of this Lease Agreement that he is aware of the condition of the Leased Premises as of the date of execution of this Lease Agreement, and Lessee leases the Leased Premises as is.

XVIII. Notices. All notices, demands, and requests which may or are required to be given by either Lessor or Lessee to the other shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) addressed as follows:

If intended for Lessee:

Augusta Rugby Inc.  
3540 Wheeler Rd, Ste. 402  
Augusta, GA 30909

If intended for Lessor:

Augusta, Georgia  
Office of the Mayor  
535 Telfair Street, Suite 200  
Augusta, GA 30901

With a Copy to:

General Counsel  
Augusta Law Department  
535 Telfair Street, Building 3000  
Augusta, GA 30901

Augusta Parks and Recreation Department  
Director  
2027 Lumpkin Road  
Augusta, GA 30906

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

XIX. Exculpation; Indemnity. Wherever in this Agreement Lessor's liability is limited, modified or exculpated or Lessee agrees to indemnify or hold Lessor harmless or have Lessor named as an additional insured, the term Lessor shall mean and include the Augusta-Richmond County Commission (including its Mayor) and its members, officers, elected officials, agents, servants, employees and successors in office.

XX. Covenants Bind and Benefit Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Agreement pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.

XXI. Lessor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Lessor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Lessor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Lessor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Lessor. Lessor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

XXII. Governing Law. This Agreement shall be governed and interpreted by the laws of the state of Georgia.

XXIII. Venue. All claims, disputes and other matters in question between all parties arising out of or relating to this agreement, or the breach thereof, shall be decided in the in the court located in Richmond County, State of Georgia and all parties hereby waive the challenge to personal jurisdiction of the courts located in Richmond County, State of Georgia.

XXIV. Entire Agreement. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall construe a waiver of either party's duty to strictly comply with the terms hereof.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Augusta Rugby, Inc.

Augusta, Georgia

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

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

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

Name: Garnett L. Johnson

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

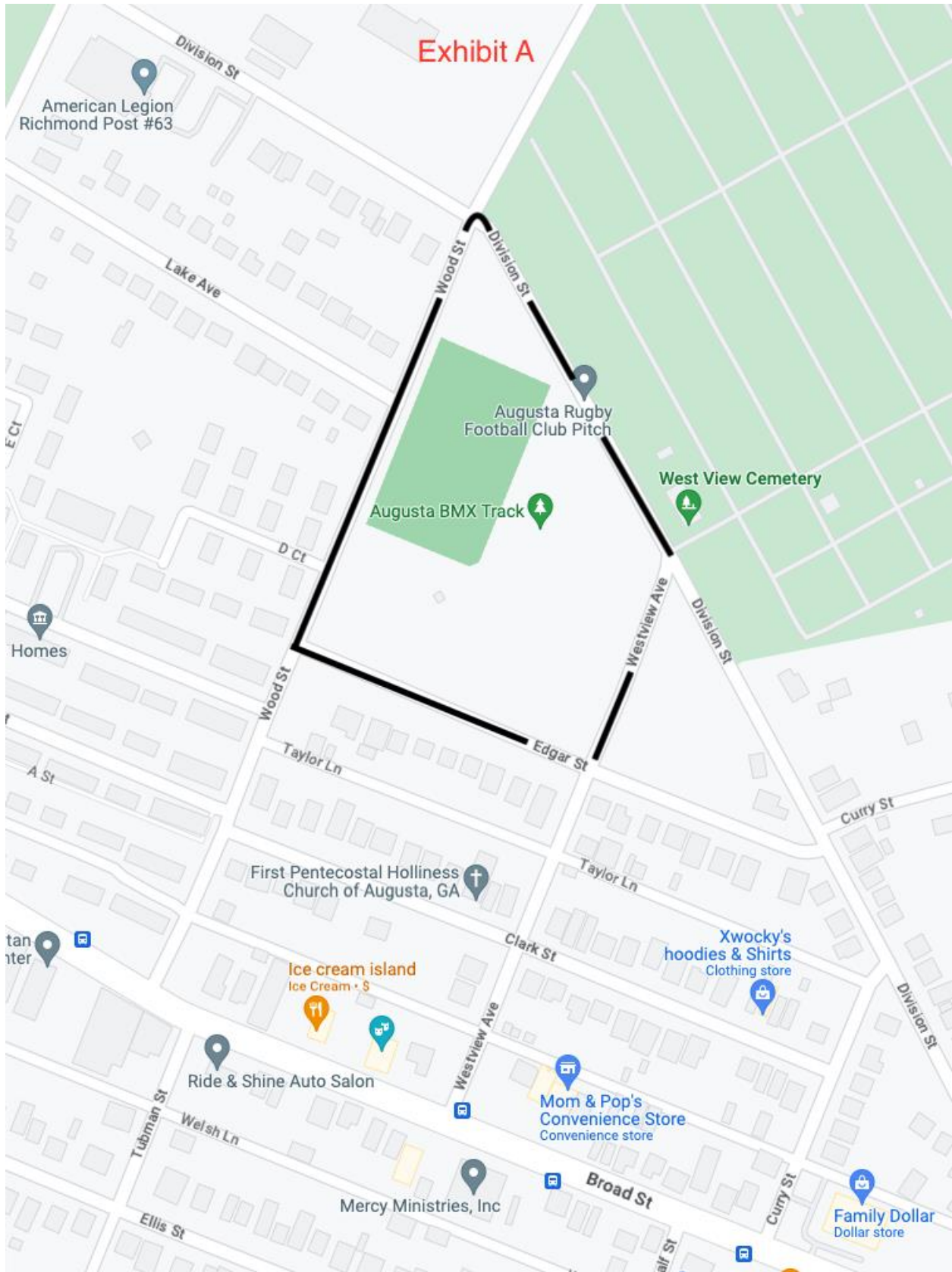
Title: Mayor

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

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

Attest:

\_\_\_\_\_  
Lena J. Bonner, Clerk of Commission





## Public Services Committee Meeting

Meeting Date: November 28, 2023

Augusta Regional Airport

<b>Department:</b>	Augusta Regional Airport – Budget Amendment for Taxiway (Apron) G Construction
<b>Presenter:</b>	Herbert Judon
<b>Caption:</b>	Motion to Approve increasing the Augusta Regional Airport 2023 budget in the amount of \$8,600,000 for the Taxiway (Apron) G Construction. Approved by the Augusta Aviation Commission on June 29, 2023.
<b>Background:</b>	<p>The contract with Independence Excavating Inc. in the amount of \$11,877,051.10 to perform all tasks related to Taxiway (Apron) G Construction was approved by the Aviation Commission on May 25, 2023 and by the by the Augusta Commission on June 20, 2023.</p> <p>The funding sources are a combination of Georgia's Transportation Investment Act (TIA) and Airport operating funds.</p>
<b>Analysis:</b>	<p>The approved amount for The Georgia's Transportation Investment Act (TIA) project is \$8,600,000, under Band 2 timelines (2027-2029). Therefore, the Airport initially did not intend to proceed the construction of the project during 2023.</p> <p>However, in early 2023, the Airport determined that the Taxiway (Apron) G Construction be of a higher priority and requested the Georgia Department of Transportation (GDOT) to move the timeline to Band 1 (2023-2026). The request was approved on April 12, 2023. The Airport will use the entire amount. The remaining cost, \$3,277,051 will be funded by Airport operating funds.</p>
<b>Financial Impact:</b>	The amended funds will be incorporated into TIA Phase II Fund, Project PI-0017628 (\$7,000,000) and PI-0017629 (\$1,600,000)
<b>Alternatives:</b>	To deny.
<b>Recommendation:</b>	Recommend Approval. Approved by the Augusta Aviation Commission on June 29, 2023.
<b>Funds are available in the following accounts:</b>	TBD (to be assigned by Finance Department)
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Office of the City Administrator**

**Odie Donald, II MBA**  
**Administrator**

**February 1, 2022**

**Dr. Hameed Malik**  
**Engineering Director**  
**452 Walker Street**  
**Augusta, GA 30901**

**Dear Dr. Malik:**

**At the regular meeting held Tuesday, February 1, 2022, The Augusta, Georgia Commission took action on the following:**

- 14. Approved: Motion to approve Albert Dudley Encroachment request to construct a carport/garage in Augusta, GA reserved easements located along west property line, more particularly shown on parcel TM 023-0-085-00-0 Partial Topographic Map prepared by Toole Surveying, dated February 5, 2021, attached here to as Exhibits A and B. Also authorized Augusta Mayor to process and sign all associated documents with consultation of Augusta Legal Counsel. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)**
- 15. Approved supplemental funding (SA2) for Preliminary Engineering. Final Design Phase (PE phase 2) of the Design Consultant Services Agreement to Kimley-Horn in the amount of \$546,518.78 for the Monte Sano Ave. Improvements (Wrightsboro Rd. to Walton Way) Project as requested by the AED. RFQ 19-247 (Approved by Engineering Services Committee January 25, 2022)**
- 16. Approved: Motion to approve and authorize Augusta Engineering Department (AED) to discontinue Rocky Creek Flood Risk Management Project as US Army Corps of Engineers (USACE) and Augusta, Georgia Joint project, and Authorize AED to notify the USACE accordingly. Also authorize AED to continue the project independently at local level. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)**
- 17. Approved: Motion to approve and authorize Augusta Engineering Department (AED) to discontinue Rocky Creek Flood Risk Management Project as US Army Corps of Engineers (USACE) and Augusta, Georgia Joint project, and Authorize AED to notify the USACE accordingly. Also authorize AED to continue the project independently at local level. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)**
- 18. Approved the installation of new striping along Lumpkin Road between Deans Bridge Road and Peach Orchard Road. The new striping will replace the existing roadway striping that has been faded over the years utilizing an on-call contract. Requested by AED. Bid#22-101AC (Approved by Engineering Services Committee January 25, 2022)**

19. **Approved the installation of three (3) speed humps along Bennock Mill Loop between Bennock Mill Road and Horseshoe Road with a construction cost of \$12,000. Funding is available in Traffic Engineering budget account Traffic Calming Program. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)**
20. **Approved: Motion to receive update regarding Speed Hump Funding and approve Revised Speed Hump Policy. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)**
21. **Approved: Motion to authorize the Mayor to execute appropriate Transportation Investment Act 2022 Investment List (TIA 2) Projects Delivery intergovernmental agreements (IGA), at the discretion of the Augusta Law Department, between Augusta, Georgia and the Georgia Department of Transportation (DOT) to allow the Augusta Engineering Department (AED) to manage and deliver individual projects funded through the TIA2 funding approved by the Voters on June 9, 2020. Requested by AED (Approved by Engineering Services Committee January 25, 2022)**

If you have any questions, please contact me.

In Service,



Odie Donald, II  
Administrator

# Office of the Administrator



Takiyah A. Douse  
Interim Administrator

June 6, 2023

Hameed Malik, Director  
Engineering and Environmental Services  
452 Walker Street  
Augusta, GA 30901

Dear Dr. Malik,

At their meeting held on Tuesday, June 6, 2023, the Augusta, Georgia Commission, took action on the following items:

24. Approved motion to Adopt Resolution for Transportation Infrastructure Improvements Act (TIA) of 2010 Project Agreement (IGA) relative to the TIA2 funded Projects. Requested by Engineering.
25. Approved entering into an agreement with (CSXT) CSX TRANSPORTATION, INC. Company stating that Augusta, GA will pay for the Construction Engineering, Inspection, and Flagging protection services, for the 13th Street Improvements Project in accordance with the estimate \$49,509.00. Also, approve the Construction Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering
26. Received update on Waste Management Waste Hauler Contract- Amendment2 Two-year Extension Terms Negotiation. Approved Engineering & Environmental Services Director Recommended Path Forward (Attached Exhibit A; listed at Memo 2/2 page).
27. Approved Task Order Three funding for Forrest Hills Drainage Basin Drainage Improvements Engineering Services Agreement to Alfred Benesch & Company (Benesch) in the amount of \$37,460.00 as requested by the Engineering. RFQ 19-148
28. Approved supplemental funding (SA3) for Design Phase of the Design Consultant Services Agreement to CHA (formerly Wolverton & Associates, Inc.) in the amount of \$25,000.00 for the Wrightsboro Road Improvements Project as requested by the Engineering. RFQ 19-238
29. Received as information an update regarding Ellis Street Property Assessment & Supplemental Drainage Study which included findings on observed conditions of each structure and a discussion of the defects and likely causes of the observed conditions.
30. Approved Augusta Engineering entering into Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Reducing Beaver Damage and related Flooding Issues. Requested by Augusta Engineering

If you have any questions, please contact me.

In Service,

Takiyah A. Douse  
Interim Administrator

**TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT****By and Between****THE GEORGIA DEPARTMENT OF TRANSPORTATION****and****AUGUSTA, GEORGIA D/B/A CITY OF AUGUSTA  
ALSO KNOWN AS AUGUSTA-RICHMOND COUNTY****10/12/2023**

This Agreement, made and entered into as of \_\_\_\_\_, ("Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and CITY OF AUGUSTA, GEORGIA, acting by and through its Mayor and City Council or Board of Commissioners, as the case may be, hereinafter referred to as the "LOCAL GOVERNMENT".

WHEREAS, pursuant to O.C.G.A. § 48-8-240 *et seq.*, the General Assembly adopted the Transportation Investment Act of 2010 which creates twelve (12) special districts of the State and authorized elections to be held in each special district which would allow each special district independently of any other district to approve and authorize the imposition of a special district transportation sales and use tax to fund transportation projects within the special district; and

WHEREAS, four (4) of the twelve (12) special tax districts voted to levy the special district sales and use tax by voter referendum: the Central Savannah River Area special tax district, the River Valley special tax district, the Heart of Georgia Altamaha special tax district, and the Southern Georgia special tax district; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the Department and the Georgia State Financing and Investment Commission dated January 1, 2013, and thereafter amended, the Department is authorized to manage the execution, schedule, budget and delivery of the Projects on the Approved Investment List(s) for the special districts; and

WHEREAS, the LOCAL GOVERNMENT desires to deliver all or part of the scope for the following project(s) as set forth in Exhibit B:

- 1) Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628**
- 2) Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629**

hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS the PROJECT was approved by the final regional transportation roundtable for the special district and provided to the Director of Planning in accordance with O.C.G.A. § 48-8-243(b); and

WHEREAS, the LOCAL GOVERNMENT has indicated that it is qualified and experienced to provide such services necessary for all or part of the scope of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(c)(4), the DEPARTMENT has made the determination that the LOCAL GOVERNMENT has the requisite experience to undertake the PROJECT as set forth in the Local Project Delivery Application form, Appendix A, attached hereto and incorporated herein by reference; and

WHEREAS, the LOCAL GOVERNMENT has been approved by the DEPARTMENT to deliver these PROJECT; and,

WHEREAS, pursuant to provisions of O.C.G.A. § 48-8-249(b), GSFIC is authorized to dispense special district transportation sales and use tax proceeds, hereinafter referred to as "TIA PROCEEDS", upon the receipt of certified invoices from the DEPARTMENT of the completion of an Eligible PROJECT Cost, as herein defined, as reimbursement to the DEPARTMENT; and

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WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶1(a).

NOW, THEREFORE, in consideration of the mutual promises and the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT do hereby agree as follows:

## ARTICLE I SCOPE AND PROCEDURE

A. **General Scope and Procedures.** The SCOPE AND PROCEDURE for the PROJECT is set forth in "Exhibit B", Scope and Procedure, attached hereto and incorporated as if fully set forth herein.

The LOCAL GOVERNMENT shall be responsible for assuring that the PROJECT will be economically feasible and that the design and construction will be based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues. The LOCAL GOVERNMENT shall also be responsible for assuring that the PROJECT meets and comply with the scope as defined in the Approved Investment List.

It is understood and agreed that the reimbursement for the PROJECT shall be dependent on the DEPARTMENT's review and approval of the certified vouchers and contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT shall work with the DEPARTMENT or its designees, as may be designated by the DEPARTMENT at a later date, who will advise the LOCAL GOVERNMENT on the work scope and provide guidance and required approvals during implementation of the PROJECT.

B. **Local Project Delivery Application.** The LOCAL GOVERNMENT has submitted its Local Project Delivery Application to administer the PROJECT attached hereto as Appendix A. The DEPARTMENT'S State TIA Administrator has reviewed, confirmed and approved the Local Project Delivery Application for the LOCAL GOVERNMENT to develop the PROJECT within the scope of its certification. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or expenditures made pursuant to other funding agreements shall not be reimbursed by the DEPARTMENT.

C. **Applicable Laws, Regulations and Standards.** During the duration of the PROJECT and this Agreement, the LOCAL GOVERNMENT has and will take into consideration, and has and will comply with, as applicable, the DEPARTMENT'S Transportation Investment Act of 2010 Manual – Processes and Procedures, available on the DEPARTMENT's website, and as may be amended or supplemented from time to time and including addenda (hereinafter referred to as "TIA Manual"), and other standards and guidelines as may be applicable to the PROJECT. The DEPARTMENT may in its sole discretion waive certain requirements set forth in the TIA Manual unilaterally or upon receipt of a written request from the LOCAL GOVERNMENT.

D. **Notices to Proceed.** The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit A" WORK SCHEDULE with the understanding that unforeseen events may make necessary some minor variations in that schedule. The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

No work on any phase of the PROJECT shall begin without a written notice to proceed from the DEPARTMENT to the LOCAL GOVERNMENT for each of the following separate phases:

- 1) Preliminary Engineering Activities – Concept Report Approval
- 2) Preliminary Engineering Activities – Field Plan Review Approval
- 3) Right of Way
- 4) Construction – Notice to Advertise
- 5) Construction – Notice to Proceed
- 6) Transit – Operations Per Year (if applicable)

Each Notice to Proceed will contain a Completion Date for that phase, which shall be binding. If unforeseen conditions are encountered and an extension of the completion date is warranted, the LOCAL GOVERNMENT may request in writing an extension of the completion date for written approval by the DEPARTMENT.

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E. **Preliminary Engineering Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Preliminary Engineering ("PE") activities for the PROJECT. The PE activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

F. **Right of Way Acquisition.** The LOCAL GOVERNMENT shall be solely responsible for Right of Way Acquisition. The Right of Way (hereinafter referred to as "ROW") activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss funding.

Upon approval of the ROW plans by the DEPARTMENT, the LOCAL GOVERNMENT may begin the acquisition of the necessary ROW for the PROJECTS. ROW acquisition can occur concurrently with the environmental process once final impacts are known, provided that the DEPARTMENT has provided a written notice to proceed to the LOCAL GOVERNMENT to stake the ROW and proceed with all pre-acquisition ROW activities. LOCAL GOVERNMENT shall acquire ROW, if required, and related ROW services for the PROJECTS. Further, the LOCAL GOVERNMENT shall be responsible for making all changes to the approved ROW plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the ROW or to match actual conditions encountered.

Reimbursement of acquisition expenses will be eligible on a monthly basis. After completion of all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the PROJECTS, the LOCAL GOVERNMENT shall certify in writing to the DEPARTMENT that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the LOCAL GOVERNMENT to the DEPARTMENT where PROJECTS are located on a federal or state route, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

The LOCAL GOVERNMENT agrees to pay for the defense of any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation. To the extent allowed by law, the LOCAL GOVERNMENT hereby agrees to indemnify and hold harmless the DEPARTMENT, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to due to liability to a third party or Parties, arising from, related to, or caused by property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation.

G. **Utility/Railroad Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Utility/Railroad Activities for the PROJECT. The Utility/Railroad Activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

H. **Construction.** The LOCAL GOVERNMENT shall be solely responsible for Construction. Construction shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and

Contract ID: IGTIA2400075

does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's *Standard Specifications and Special Provisions*, Current Edition, as amended in the DEPARTMENT's *Supplemental Specifications Book*, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

The LOCAL GOVERNMENT shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT after the following items have been completed and submitted by the LOCAL GOVERNMENT to the DEPARTMENT:

1. Submittal of acceptable PE activity deliverables for the PROJECT as noted in the TIA Manual; and
2. Providing the necessary certifications as set forth in the TIA Manual.

The work can be performed by the LOCAL GOVERNMENT or can be subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the LOCAL GOVERNMENT is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Chapter 4 of Article 3 of Title 32 or any other applicable provisions of State law. Upon opening bids, the LOCAL GOVERNMENT shall award the PROJECTS to the lowest reliable bidder. The LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements of the DEPARTMENT's TIA Manual.

Prior to award of the PROJECT, the LOCAL GOVERNMENT shall submit to the DEPARTMENT a bid tabulation and the LOCAL GOVERNMENT's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued to the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT will be responsible for performing the construction, inspection, supervision and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the TIA Manual.

I. **RESERVED.**

J. **RESERVED.**

K. **Reporting.** During each phase of the PROJECT, on a monthly basis, the LOCAL GOVERNMENT must submit to the DEPARTMENT the Estimated Costs to Complete and the Estimated Costs at Completion.

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## ARTICLE II REVIEW OF WORK

Authorized representatives of the DEPARTMENT, GSFIC and the Citizens Review Panel as defined in O.C.G.A. § 48-8-251 may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the LOCAL GOVERNMENT. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the LOCAL GOVERNMENT of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall keep accurate records in a manner approved by the DEPARTMENT with regard to the PROJECTS and submit to the DEPARTMENT, upon request, such information and documentation as is required in order to ensure compliance with this Article and the ACT.

## ARTICLE III TERM OF AGREEMENT AND TIME OF PERFORMANCE

A. **Term of Agreement.** This Agreement will commence on the Effective Date as defined above and continue for a period of ten (10) years, unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

B. **Time of Performance.** TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECT, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.

C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECT and to complete the PROJECTS through its own process.

## ARTICLE IV RESPONSIBILITY FOR CLAIMS AND LIABILITY

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT or the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

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## ARTICLE V INSURANCE

It is understood that the LOCAL GOVERNMENT (indicate by checking which is applicable):

☐ is self-insured and all claims against LOCAL GOVERNMENT will be handled through

OR

☒ shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

### MINIMUM INSURANCE

- A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. 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. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.
- D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:
  - 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 two years following final completion for the PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

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**ARTICLE VI  
COMPENSATION AND PAYMENT**

**A. 100% TIA Funded Project.**

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such TIA PROCEEDS from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

The LOCAL GOVERNMENT shall ensure that the provisions of this Article are included in all contracts and subcontracts.

To the extent practically possible, the DEPARTMENT will provide notification to the LOCAL GOVERNMENT that this Agreement will be terminated or that the work will be suspended as set forth in Subsection VI.E below, three (3) months prior to the date of the termination or suspension.

- B. Eligible Project Costs.** Any LOCAL GOVERNMENT cost must meet the definition of ELIGIBLE PROJECT COST as set forth in O.C.G.A. § 48-8-242(2) and the Intergovernmental Agreement between GDOT and GSFIC in order to be compensated.

**C. Budget Estimate and Reimbursement.**

It is understood and agreed that the total costs of the PROJECTS is the amount established in the Approved Investment List. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECTS, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECTS. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

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The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT **Not to Exceed the following amounts for each PROJECT** for ELIGIBLE PROJECT COSTS, contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT:

- 1) **Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628: SEVEN MILLION DOLLARS AND ZERO CENTS (\$7,000,000.00)**
- 2) **Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629: ONE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,600,000.00)**

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

**D. Process For Payment.**

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is \$500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds \$500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher for the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work has been completed in accordance with this Agreement in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

**E. Insufficient TIA FUNDS.**

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at in its sole discretion:

- 1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or

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2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

#### **ARTICLE VII FINAL PAYMENT**

Upon completion of the work by the LOCAL GOVERNMENT and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the LOCAL GOVERNMENT and a final statement of costs, the DEPARTMENT shall submit the certified final payment voucher to GSFIC and, after receipt of reimbursement from GSFIC, shall pay to the LOCAL GOVERNMENT a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment, contingent upon the availability of TIA FUNDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT or the State for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT and the State from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The LOCAL GOVERNMENT will allow examination and verification of costs by the DEPARTMENT and GSFIC's representative(s) before final payment is made, in accordance with the provisions of Article IX, MAINTENANCE OF CONTRACT COST RECORDS, herein. If the DEPARTMENT or any authorized entity's examination of the contract cost records, as provided for in Article IX, results in unallowable expenses, the LOCAL GOVERNMENT shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

#### **ARTICLE VIII SUBSTANTIAL CHANGES**

No material changes in the scope, character, complexity, or duration of the PROJECTS from those required under the Agreement or from the general description of the PROJECTS as approved by the DEPARTMENT shall be allowed without the execution of a written Supplemental Agreement between the DEPARTMENT and LOCAL GOVERNMENT.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECTS, may be made by written notification of such change by either party with written approval by the other party.

#### **ARTICLE IX MAINTENANCE OF CONTRACT COST RECORDS**

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECTS and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for seven years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, any authorized entity, any reviewing agencies, and the Citizen Review Panel as referenced in the ACT; and copies thereof shall be furnished upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any Agreement it may make with any engineering firm, contractor, subcontractor, assignee, or transferee. The LOCAL GOVERNMENT shall provide any and all information and/or documentation requested by GDOT or GSFIC, when either state agency is complying with the requirements of O.C.G.A. § 48-8-249(d).

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## **ARTICLE X SUBLETTING, ASSIGNMENT, OR TRANSFER**

The work of the LOCAL GOVERNMENT is considered personal by the DEPARTMENT. The LOCAL GOVERNMENT agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all contracts and subcontracts prepared in connection with the Agreement and maintained by the LOCAL GOVERNMENT, and the LOCAL GOVERNMENT agrees that upon request it shall submit to the DEPARTMENT proposed contract and subcontract documents together with contractor and subcontractor cost estimates in its possession for the DEPARTMENT's review and written concurrence in advance of their execution.

## **ARTICLE XI TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, or for no cause upon sixty (60) days written notice to the LOCAL GOVERNMENT, notwithstanding any just claims by the LOCAL GOVERNMENT for payment of services rendered prior to the date of termination. Subject to the availability of TIA PROCEEDS designated by the Department for the PROJECTS, the provisions of ARTICLE VI COMPENSATION AND PAYMENT and the Department's Prioritization and Order of Payments policy, the Department will make all efforts to pay the LOCAL GOVERNMENT for services rendered prior to the date of termination.

Subject to the provisions of ARTICLE VI, COMPENSATION AND PAYMENTS, it is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of a PROJECT or PROJECT Element the LOCAL GOVERNMENT shall be reimbursed for such PROJECT or PROJECT Element contingent upon the availability of TIA PROCEEDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

## **ARTICLE XII MAINTENANCE AND OPERATIONS OF PROJECTS**

In accordance with the provisions of O.C.G.A. § 32-2-2(a)(1), the DEPARTMENT shall plan, designate, improve, manage, control, construct, and maintain a state highway system and shall have control of and responsibility for all construction, maintenance, or any other work upon the state highway system and all other work which may be designated to be done by the DEPARTMENT by this title or any other law. However, on those portions of the state highway system lying within the corporate limits of any municipality, the DEPARTMENT shall be required to provide only substantial maintenance activities and operations, including but not limited to reconstruction and major resurfacing, reconstruction of bridges, erection and maintenance of official department signs, painting of striping and pavement delineators, furnishing of guardrails and bridge rails, and other major maintenance activities.

It shall be the duty of the DEPARTMENT to maintain, or cause to be maintained, any PROJECTS constructed as part of a Federal-aid system. For those PROJECTS that are not part of the Federal-aid system, the maintenance responsibility will reside with the LOCAL GOVERNMENT, the county or municipality in which the PROJECTS are located.

Notwithstanding the foregoing, the DEPARTMENT is responsible for inspection of bridges in Georgia, both on and off the State Highway System. The LOCAL GOVERNMENT will be notified by the DEPARTMENT of all deficient bridges under their jurisdiction. It is the responsibility of the LOCAL GOVERNMENT to post load limits signs or close bridges based on the DEPARTMENT bridge inspection reports and the deficient bridge list.

Any maintenance activities that are the responsibility of the LOCAL GOVERNMENT pursuant to O.C.G.A. § 32-2-2(a)(1), as set forth herein, or made the subject of other agreements with the DEPARTMENT shall not be reimbursed from TIA FUNDS except as stated herein for Transit projects.

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The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

#### **ARTICLE XIII OWNERSHIP OF DOCUMENTS**

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

#### **ARTICLE XIV PUBLICATION AND PUBLICITY**

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement regarding the TIA Program shall not be presented publicly or published without prior written approval by the DEPARTMENT.

All releases of information, findings, and recommendations regarding the TIA Program shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

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**ARTICLE XV  
DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS**

A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it:

- 1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of TIA funded projects; and
- 2) encouraged the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by TIA funds, and encouraged wherever practical and feasible, the local government or governments that manage TIA funded projects to include the same in its delivery and management of a project.

B. Reference to this resolution shall be included in all contracts entered in by the LOCAL GOVERNMENT related to these PROJECTS.

C. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:

- 1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;
- 2) A description of the work each DBE firm, small business or veteran owned business will perform; and
- 3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

**ARTICLE XVI**

The Parties acknowledge that the documents listed below are hereby incorporated into and made a part of this Agreement as though expressly written herein:

- A. TIA Manual; and
- B. Department's "TIA Invoice Process", as may be amended from time to time; and
- C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

**ARTICLE XVII**

A. 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 Party, which consent will not be unreasonably withheld.

B. NON WAIVER. No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

C. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of GDOT and the LOCAL GOVERNMENT and the successors and assigns of GDOT and the LOCAL GOVERNMENT.

D. TIME OF THE ESSENCE. All time limits stated herein are of the essence of this Agreement.

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E. PREAMBLE, RECITALS AND EXHIBITS. The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. 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.

G. 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.

H. 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. LOCAL GOVERNMENT hereby consents to personal jurisdiction and venue in said court and waives any claim of inconvenient forum.

I. COUNTERPARTS. This Agreement is executed in three (3) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

J. 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 one 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.

K. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

L. 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.

M. 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 either 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 of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

#### ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS

A. The undersigned, on behalf of the LOCAL GOVERNMENT, certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

B. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

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C. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia, as stated in Appendix B.

D. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to, comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

E. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

F. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix C.

G. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XI.

H. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that it shall comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act", in full; and a drug-free workplace will be provided for the Local Government's employees during the performance of the Agreement.

1) Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting contract with \_\_\_\_\_, \_\_\_\_\_ certifies that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3".

2) Through execution of this Agreement, the LOCAL GOVERNMENT certifies that it will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and date herein above written.

GEORGIA DEPARTMENT OF  
TRANSPORTATION

DocuSigned by:

Russell R McMurry

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Commissioner

(Seal)

AUGUSTA, GEORGIA D/B/A CITY OF AUGUSTA  
ALSO KNOWN AS AUGUSTA-RICHMOND COUNTY

 9/12/2023  
Signature Date

GARNETT L. JOHNSON, Mayor  
Printed Name/Title

PLACE SEAL HERE

ATTEST:

DocuSigned by:



74085B5B0FAC425...

Treasurer

ATTEST:

I attest to the genuineness of the Seal, and I  
further attest that the above named officer is  
duly authorized to execute this document.

 9/20/23  
Signature Date

LENA J. BONNER, City Clerk  
Printed Name/Title

58 2204294  
Federal Employer Identification Number



Contract ID: IGTIA2400075

**EXHIBITS**

**Exhibit A**

**Work Schedule**

**Exhibit B**

**Scope and Procedure**

Contract ID: IGTIA2400075

**EXHIBIT A**  
**WORK SCHEDULE**

- 1) Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628**
- 2) Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629**

The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the DEPARTMENT after execution of this Agreement

The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

If applicable, this must include the yearly operations plan for a transit project, to be updated annually by the LOCAL GOVERNMENT.

Contract ID: IGTIA2400075

**EXHIBIT B**  
**SCOPE AND PROCEDURE**

- 1)** Construction, operation and maintenance of Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628
- 2)** Construction, operation and maintenance of Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629

Contract ID: IGTIA2400075

**APPENDICES**

Appendix A	Local Project Delivery Application
Appendix B	Certificate of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit
Appendix D	Local Government Resolution

Contract ID: IGTIA2400075

## **APPENDIX A**

LOCAL PROJECT DELIVERY APPLICATION  
for the following Projects:

- 1) Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628**
- 2) Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629**



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

April 27, 2023

Herbert L. Judon Jr. A.A.E, IAP  
Executive Director – Augusta Regional Airport  
1501 Aviation Way  
Augusta, GA 30906

**SUBJECT: PI# 0017628 – Augusta Regional Airport – Airport Apron Expansion**  
**PI# 0017629 – Augusta Regional Airport – Runway 8/26 Rehabilitation**  
**Augusta Regional Airport**  
**Local Delivery Approval**

Mr. Judon:

The Department has reviewed the TIA Local Government Application for project delivery submitted for the above referenced projects. The Local Delivery Application has been approved for the following phases:

- Construction (CST)

A Local Agreement between the Georgia Department of Transportation and the Augusta Regional Airport is required to be executed prior to beginning work. A written Notice to Proceed from the Department, or its Agent, is also required prior to beginning work on any project phase.

Should you have any questions, or need additional information, please contact Jeramy Durrence at 404-694-6545 or by email at [jdurrence@dot.ga.gov](mailto:jdurrence@dot.ga.gov).

Sincerely,

*Jeramy Durrence for*

Kenneth Franks,  
State TIA Administrator

KKF:jpd

Cc: Dan Bodycomb, TIA Program Manager  
George Brewer, TIA Pre-Construction Manager  
Eric Wilkinson, Assistant State TIA Administrator  
Bobby Adams, TIA Procurement Manager  
Project File



## Transportation Investment Act (TIA) Local Project Delivery Application

Section I – Local Government Applicant Information		
<b>Applicant</b> Augusta, Goergia		<b>Main Contact</b> Hameed Malik
<b>Contact Title</b> Director Engineering		<b>Phone Number</b> 706-796-5040
<b>Local Government Email address</b> hmalik@augustaga.gov		
<b>Contact Address</b> 452 Walker Street		
<b>Address Line 2</b> Suite 110		
<b>City</b> Augusta	<b>State</b> GA	<b>Zip Code</b> 30901

Section II – Project Information			
<b>County</b> Richmond	<b>City</b> Augusta	<b>Congressional District</b> 12	<b>GDOT District</b> 2
<b>Regional Commission</b> 7		<b>MPO Region (if applicable)</b> ARTS MPO	
<b>Regional Commission ID Number/ PI Number/ and Project Name</b> See Exhibit A			
<input type="checkbox"/> Local Government is LAP Certified			

TIA Local Delivery Application  
Page 2

Please check all phases of delivery in which the Local Government desires to have responsibility (PE, ROW, UTL, CST)

- ☒ Preliminary Engineering (PE)
- ☒ Right of Way (ROW)
- ☒ Utilities (UTL)
- ☒ Construction (CST)

### Section III–Method of Delivery

The Local Government's plan for delivering the selected phase(s) of the Project. Include in this plan the types of resources needed, both inhouse and consultants, and your procedures for managing project quality, scope, schedule, and budget:

Available resources:

PE Phase: In-house (Project Engineers, Program Delivery Lead, Senior Engineer, Traffic Engineer, Survey Crew) and Contract Services (Design Consultants).

Right-of Way Phase: In-house (Full service land acquisition professional team) and on-call contract services.

Construction: In-house (Construction Manager, Construction Engineer, Inspectors) and CEI on-call contract services.

Please list the Local Government's previous experience with Project Delivery. List two projects of similar scope and cost.

Project Name:

Marks Church Road Widening From Wrightsboro Road to Wheeler Road / PI#0011394

Project Description:

This project consist of widening the existing two-lane roadway to a three-lane roadway, adding curb and gutter, sidewalks, a storm sewer system, and bridge replacement.

Construction Let Date:

July 2015

Construction Completion Date:

December 2019

Initial Cost Estimate:

\$7,770,896

Final Completed Cost:

\$9,529,072

TIA Local Delivery Application  
Page 3

## Project Name:

James Brown Reconstruction / PI# 0011419

## Project Description:

The purpose of this project is to improve roadway capacity and safety by resurfacing, and reconstructing the existing curb and gutter, sidewalks, and storm sewer system

## Construction Let Date:

November 2019

## Construction Completion Date:

December 2021

## Initial Cost Estimate:

\$6,101,207

## Final Completed Cost:

\$5,272,701

Is the Project on the State Route System or does it tie to a State Route?

No

Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.

Report will be generated on a monthly basis that will include schedule and budget updates. Report will be submitted in PDF format.

The Local Government's procedures in place for contract payment validation.

Augusta, GA will follow its current Procurement rules and procedures for contract payment validation.

The Local Government's conflict of interest policy.

see attachment

**TIA Local Delivery Application  
Page 4**

Complete the information below and submit to:

Kenneth Franks, State TIA Administrator  
Georgia Department of Transportation  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308

I hereby certify that I am a principle and duly authorized representative of

Augusta, Georgia, whose address is 452 Walker St., STE 110  
Augusta, GA 30901

LOCAL GOVERNMENT:

  
\_\_\_\_ (Signature)

Director Engineering (Title)

3/9/03 (Date)

**Exhibit F****Sec. 1-1-27. Employee or public official conflict of interest, procurement prohibitions.**

Except as otherwise provided by law, it shall be unethical for any Augusta, Georgia employee or public official, as defined in AUGUSTA, GA CODE section 1-1-22(c)(8), to transact any business or participate directly or indirectly in any procurement contract when the conditions below apply. This prohibition applies at every level of procurement, including, but not limited to, prime contractors, sub-contractors (and every level of contracting below sub-contractors), suppliers, vendors, professional and consultant service providers. The procurement prohibitions provided in this section shall apply when the employee or public official knows that:

- (a) The employee or public official or any member of the employee's or public official's immediate family has a substantial interest or financial interest pertaining to the procurement contract; or
- (b) Any person, business, or organization, with whom the employee or public official (or any member of an employee's or public official's immediate family) is negotiating with for employment purposes (or has an arrangement concerning prospective employment), is involved in the procurement contract.

An employee or public official or any member of an employee's or public official's immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.

TIA 2 Exhibit A											
Regional Project ID	PI #	County	Project Description	Regional Commission	Congressional District	Type	CURRENT TIA Band	Original Budget	Current Budget	Project Description	Comments
RC07-0104	17618	Richmond	15th Street Improvements (Walton Way to Government Street)/Poplar St.) - Part II	Central Savannah	1	Roadway Widening, Drainage and Pedestrian Safety Improvements	1	\$ 8,045,304.00	\$ 8,045,304.00	This project is to improve the roadway capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on 15th Street from Walton way to Government street. This project fills the gap between TIA Band 2 projects.	
RC07-0120	17620	Richmond	Broad Street Improvements (Washington Road to Sand Bar Ferry Road)-Part II	Central Savannah	1	Roadway Widening, Drainage and Pedestrian Safety Improvements	1	\$ 20,304,000.00	\$ 20,304,000.00	This project is to improve the roadway capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on Broad Street from Washington Road to Sand Bar Ferry Road. This project is the continuation of the TIA Band 3 Project.	
RC07-0139	17624	Richmond	Intelligent Transportation System Master Plan Implementation-Richmond County -Part II	Central Savannah		Traffic Improvement	1	\$ 7,623,000.00	\$ 7,623,000.00	Intelligent Transportation system master plan implementation -II will be the part II of the earlier TIA program. Efficiency has been improved from the part I TIA project during the Masters Season.	
RC07-0140	17625	Richmond	Intelligent Transportation System Operations and Maintenance Repairs	Central Savannah		Traffic Improvement	1 to 3	\$ 2,000,000.00	\$ 2,000,000.00	Intelligent Transportation system operations	
RC07-0151	17626	Richmond	RC Emergency and Transit Vehicles Preemption System - Part II	Central Savannah		Traffic Improvement	1	\$ 600,000.00	\$ 600,000.00	This project allows normal operation of traffic lights to be preempted in the path of emergency vehicle. This will be the part II of the earlier TIA program. Safety and Efficiency has been improved along the Washington corridor from the part I TIA project	

20-7

REQUEST FOR BAND CHANGE (TO BAND 1)												
RC07-0129	17632	Richmond	Dennis Road Widening and Improvements	Central Savannah	7		Roadway Widening, Drainage and Pedestrian Safety Improvements	2	\$ 6,395,630.00	\$ 6,395,630.00	This project is to improve the roadway safety and capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on Dennis Road.	Request for band change to 1 -CRP Approval Date: 3/7/2023
RC07-0136	17637	Richmond	Hephzibah-McBean Road Resurfacing (Peach Orchard Rd to Brothersville Rd)	Central Savannah	8		Pavement Rehabilitation	2	\$ 3,616,800.00	\$ 3,616,800.00	Pavement Rehabilitation	
RC07-0132	17634	Richmond	Fulcher Road Resurfacing	Central Savannah	8		Pavement Rehabilitation	2	\$ 3,164,700.00	\$ 3,164,700.00	Pavement Rehabilitation	
RC07-0134	17635	Richmond	Golden Camp Road Resurfacing	Central Savannah	5		Pavement Rehabilitation	2	\$ 2,063,450.00	\$ 2,063,450.00	Pavement Rehabilitation	
RC07-0156	17645	Richmond	Story Mill Road Resurfacing (Hephzibah Mc-Bean Rd to Fulcher Road)	Central Savannah	8		Pavement Rehabilitation	2	\$ 2,157,509.00	\$ 2,157,509.00	Pavement Rehabilitation	
RC07-0110	17628	Richmond	Augusta Regional Airport - Airport Apron Expansion	Central Savannah			Airport		\$ 7,000,000.00	\$ 7,000,000.00	Airport Project	
RC07-0112	17629	Richmond	Augusta Regional Airport- Runway 8/26 Rehabilitation	Central Savannah			Airport		\$ 1,600,000.00	\$ 1,600,000.00	Airport Project	
REQUEST FOR BAND CHANGE ( BAND 1 TO BAND 2)												
RC07-0121	17621	Richmond	Broad Street over Rae's Creek (Bridge Repair & Restoration) - 1	Central Savannah	1		Bridge Rehabilitation	1	\$ 3,174,428.00	\$ 3,174,428.00	This project is repair and restoration of bridge on Broad street over Rae's creek and improve its surrounding areas. The structure and its adjacent area is in need of repair, maintenance and aesthetics improvements.	Request for band change to 2 Approval Date: 3/7/2023
RC07-0122	17622	Richmond	Broad Street over Rae's Creek (Bridge Repair & Restoration) - 2	Central Savannah	1		Bridge Rehabilitation	1	\$ 2,420,550.00	\$ 2,420,550.00	This project is repair and restoration of bridge on Broad street over Rae's creek and improve its surrounding areas.	

BAND 2 ( DESIGN INITIATED)										
RC07-0130	17633	Richmond	Doug Bernard Parkway Improvements (Gordon Hwy to Hwy 56)	Central Savannah	1	Roadway Widening, Drainage and Pedestrian Safety Improvements	2	\$ 11,882,560.00	This project is to improve the roadway capacity and safety by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on Doug Bernard Parkway between Gordon Highway and HWY 56.	Ready for RFQ- PE
RC07-0137	17638	Richmond	Highland Ave. Improvements (Wrightsboro Rd. to Gordon Hwy)	Central Savannah	2	Roadway Widening, Drainage and Pedestrian Safety Improvements	2	\$ 7,059,397.00	This project is for pavement rehabilitation on Highland Avenue between Wrightsboro Road and Gordon Highway. This project aims to improve the safety by adding additional turn lanes and sidewalks. There is a school and several other business along this corridor.	Ready for RFQ- PE
RC07-0146	17640	Richmond	Milledgeville Road Improvements (North Leg to Barton Chapel)	Central Savannah	2	Roadway Widening, Drainage and Pedestrian Safety Improvements	2	\$ 17,011,727.00	This project is to improve the roadway safety and capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on Milledgeville Road between Northleg and Barton Chapel.	Ready for RFQ- PE
RC07-0148	17641	Richmond	Monte Sano Ave Improvements (Wrightsboro Rd to Walton Way)	Central Savannah	3	Roadway Widening, Drainage and Pedestrian Safety Improvements	2	\$ 8,938,270.00	This project is to improve the roadway capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on MonteSano Avenue between Wrightsboro Road to Walton Way. This project will also address the intersection improvement at central Avenue and Monte Sano Avenue.	Currently 60% completed.
RC07-0153	17643	Richmond	Richmond Hill Road Improvements (Lumpkin - Deans Bridge)	Central Savannah	5	Roadway Widening, Drainage and Pedestrian Safety Improvements	2	\$ 9,252,974.00	This project is to improve the roadway capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks	Ready for RFQ- PE
BAND 3 ( DESIGN INITIATED)										
RC07-0154	17644	Richmond	Skinner Mill Road Widening & Improvements (Boy scout Rd to Walton Way Ext)	Central Savannah	7	Roadway Widening, Drainage and Pedestrian Safety Improvements	3	\$ 21,962,975.00	This project is to improve the roadway capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks	Concpt completed, working towards 30% plans

Contract ID: IGTIA2400075

**APPENDIX B****CERTIFICATION OF COMPLIANCES**

I hereby certify that I am a principle and duly authorized representative of Augusta, Georgia, D/B/A City of Augusta, also known as Augusta-Richmond County, whose address is 452 Walker Street, Suite, Augusta, GA 30901, and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

**II. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (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.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 *et seq.* of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

Date

9/12/2023

Signature

  
GARNETT L. JOHNSON, MAYOR

Contract ID: IGTIA2400075

## APPENDIX C

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Augusta, Georgia, d/b/a City of Augusta, also known as Augusta-Richmond County

Contract No. and Name: IGTIA2400075  
TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

46923  
E-Verify / Company Identification Number

[Signature]  
Signature of Authorized Officer or Agent

7/9/07  
Date of Authorization

GARNETT C. JOHNSON  
Printed Name of Authorized Officer or Agent

MAYOR  
Title of Authorized Officer or Agent

9/12/2023  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

12 DAY OF September, 2023  
Nancy W. Morawski  
Notary Public

My Commission Expires: 2-9-2027



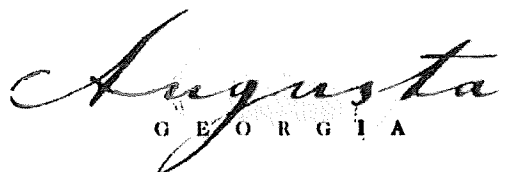
Contract ID: IGTIA2400075

## APPENDIX D

### LOCAL GOVERNMENT RESOLUTION for the following Projects:

- 1) Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628
- 2) Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629



**Office of the City Administrator**

Odie Donald, II MBA  
Administrator

February 1, 2022

Dr. Hameed Malik  
Engineering Director  
452 Walker Street  
Augusta, GA 30901

Dear Dr. Malik:

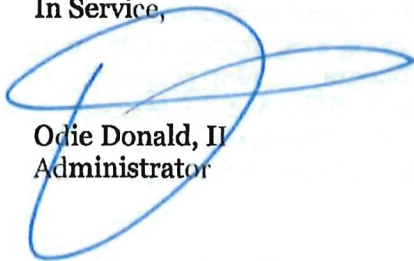
At the regular meeting held Tuesday, February 1, 2022, The Augusta, Georgia Commission took action on the following:

14. **Approved:** Motion to approve Albert Dudley Encroachment request to construct a carport/garage in Augusta, GA reserved easements located along west property line, more particularly shown on parcel TM 023-0-085-00-0 Partial Topographic Map prepared by Toole Surveying, dated February 5, 2021, attached here to as Exhibits A and B. Also authorized Augusta Mayor to process and sign all associated documents with consultation of Augusta Legal Counsel. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)
15. Approved supplemental funding (SA2) for Preliminary Engineering. Final Design Phase (PE phase 2) of the Design Consultant Services Agreement to Kimley-Horn in the amount of \$546,518.78 for the Monte Sano Ave. Improvements (Wrightsboro Rd. to Walton Way) Project as requested by the AED. RFQ 19-247 (Approved by Engineering Services Committee January 25, 2022)
16. **Approved:** Motion to approve and authorize Augusta Engineering Department (AED) to discontinue Rocky Creek Flood Risk Management Project as US Army Corps of Engineers (USACE) and Augusta, Georgia Joint project, and Authorize AED to notify the USACE accordingly. Also authorize AED to continue the project independently at local level. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)
17. **Approved:** Motion to approve and authorize Augusta Engineering Department (AED) to discontinue Rocky Creek Flood Risk Management Project as US Army Corps of Engineers (USACE) and Augusta, Georgia Joint project, and Authorize AED to notify the USACE accordingly. Also authorize AED to continue the project independently at local level. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)
18. Approved the installation of new striping along Lumpkin Road between Deans Bridge Road and Peach Orchard Road. The new striping will replace the existing roadway striping that has been faded over the years utilizing an on-call contract. Requested by AED. Bid#22-101AC (Approved by Engineering Services Committee January 25, 2022)

19. Approved the installation of three (3) speed humps along Bennock Mill Loop between Bennock Mill Road and Horseshoe Road with a construction cost of \$12,000. Funding is available in Traffic Engineering budget account Traffic Calming Program. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)
20. **Approved:** Motion to receive update regarding Speed Hump Funding and approve Revised Speed Hump Policy. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)
21. **Approved:** Motion to authorize the Mayor to execute appropriate Transportation Investment Act 2022 Investment List (TIA 2) Projects Delivery intergovernmental agreements (IGA), at the discretion of the Augusta Law Department, between Augusta, Georgia and the Georgia Department of Transportation (DOT) to allow the Augusta Engineering Department (AED) to manage and deliver individual projects funded through the TIA2 funding approved by the Voters on June 9, 2020. Requested by AED (Approved by Engineering Services Committee January 25, 2022)

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "Odie Donald, II", is written over the printed name.

Odie Donald, II  
Administrator

**Certificate Of Completion**

Envelope Id: 182C97EB5F274A95A709AF8A79AE23CD

Status: Completed

Subject: 48400-290-IGTIA2400075/AUGUSTA-RICHMOND COUNTY GOVERNMENT

Source Envelope:

Document Pages: 34

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Envelope Originator:

GDOT DocuSign Admin

600 W Peachtree St, NW

Atlanta, GA 30308

gdot\_contracts@dot.ga.gov

IP Address: 143.100.53.12

**Record Tracking**

Status: Original

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Holder: GDOT DocuSign Admin

gdot\_contracts@dot.ga.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Georgia Department of Transportation

Location: DocuSign

**Signer Events**

Kenneth K. Franks

kfranks@dot.ga.gov

Security Level: Email, Account Authentication  
(None)**Signature****Completed**

Using IP Address: 174.163.125.240

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Signed: 10/6/2023 1:43:09 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/9/2022 4:15:27 PM

ID: 1602568a-f1aa-4652-b574-c9b1695e6884

Russell R McMurry

rmmcurny@dot.ga.gov

Commissioner

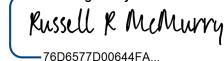
Georgia Department of Transportation

Security Level:

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Signature Adoption: Pre-selected Style

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Viewed: 10/12/2023 2:12:06 PM

Signed: 10/12/2023 2:12:11 PM

**Electronic Record and Signature Disclosure:**

Accepted: 2/26/2016 9:35:33 AM

ID: cd5459ce-99ae-409c-b25c-b6922ca5a283

Angela O. Whitworth

awhitworth@dot.ga.gov

Treasurer

Security Level:

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10/13/2023 2:42:24 PM

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**Electronic Record and Signature Disclosure:**

Accepted: 2/26/2016 10:03:38 AM

ID: 2a61aae5-fe62-454e-9e47-e070cdbd9d0a

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

<b>Carbon Copy Events</b>		<b>Status</b>	<b>Timestamp</b>	Item 9.
<b>Witness Events</b>		<b>Signature</b>	<b>Timestamp</b>	
<b>Notary Events</b>		<b>Signature</b>	<b>Timestamp</b>	
<b>Envelope Summary Events</b>		<b>Status</b>	<b>Timestamps</b>	
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Envelope Updated		Security Checked	10/11/2023 11:18:10 PM	
Envelope Updated		Security Checked	10/11/2023 11:18:10 PM	
Envelope Updated		Security Checked	10/11/2023 11:18:10 PM	
Envelope Updated		Security Checked	10/12/2023 2:12:41 PM	
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Envelope Updated		Security Checked	10/13/2023 2:42:14 PM	
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Signing Complete		Security Checked	10/13/2023 2:42:35 PM	
Completed		Security Checked	10/13/2023 2:42:35 PM	
<b>Payment Events</b>		<b>Status</b>	<b>Timestamps</b>	
<b>Electronic Record and Signature Disclosure</b>				

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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To contact us by email send messages to: [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov)

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

Item 9.

October 24, 2023

Dr. Hameed Malik, P.E.  
Director of Engineering  
City of Augusta  
452 Walker St, Suite 110  
Augusta, Georgia 30901

**SUBJECT: PI 0017628, Richmond County  
Augusta Regional Airport - Airport Apron Expansion  
PI 0017629, Richmond County  
Augusta Regional Airport- Runway 8/26 Rehabilitation  
Notice to Proceed (NTP)  
IGTIA2400075**

Dr. Malik:

This letter is to serve as the Notice to Proceed (NTP) with Construction (CST) for the above referenced TIA project. The plans have been reviewed and are consistent with the TIA stated benefit. The Construction Phase (CST) of this project is limited to the amount in the TIA Agreement - Article 1.H. In accordance with Article I of the TIA Agreement. The contractor will be Independence Excavating, Inc.

Should you have any questions, or need additional information, please contact Jeramy Durrence at 404-694-6545 or by email at [jdurrence@dot.ga.gov](mailto:jdurrence@dot.ga.gov).

Sincerely,

*Jeramy Durrence for*

Kenneth Franks,  
State TIA Administrator

KKF:JPD

Cc: General Files  
Priti Patel, Office of Financial Management  
TIA Contracts



## Public Services Committee Meeting

Meeting Date: November 28, 2023: 1:00 PM

Motion to approve the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2025.

---

<b>Department:</b>	Planning and Development
<b>Presenter:</b>	Carla Delaney or Department Designee
<b>Caption:</b>	Motion to approve the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2025.
<b>Background:</b>	Section 5303 funds are a formula grant provided by FTA annually for the development of an integrated intermodal transportation system, identification of transit multimodal or intermodal facilities, financial plan, assessment of capital investment, or transit enhancement activities. All projects must conform to FTA guidelines.
<b>Analysis:</b>	
<b>Financial Impact:</b>	FTA Section 5303 FY 2025 Application - Application with the Federal Transit Administration (FTA) for a grant under Title 49 U.S.C., Section 5303. There is an 80/10/10 split on the grant/match as shown below: Federal - \$194,996.00 State - \$24,374.50 Local - \$24,374.50 10% Local match is included in the 2023 Planning & Development budget. Approved by the Administrator's Office on September 23, 2023.
<b>Alternatives:</b>	Forfeit potential reimbursement of planning activities related to transit planning.
<b>Recommendation:</b>	Approval of the FY 2025 Application to FTA for Section 5303 Funds
<b>Funds are available in the following accounts:</b>	Federal - \$194,996.00 State - \$24,374.50 Local - \$24,374.50 10% Local match is included in the 2023 Planning & Development budget - 220016309
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

# AUGUSTA, GEORGIA

## New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

### Proposal Project No. Project Title

PR000455 PLANNING FY 2025 Section 5303 Transit Planning (ARTS)

The APDD is required to submit an application to the Georgia Department of Transportation, Division of Intermodal, to secure federal funds for metropolitan transit planning. Transit planning work tasks are included in the FY 2025 Unified Planning Work Program. The funds are included in the proposed 2024 budget for the Planning and Development Department.

Cash match required: Yes 10% (\$24,374.50) Funds are included in the department budget.

EEO required - Yes. EEO Notified - Yes.

Start Date: 07/01/2024

End Date: 06/30/2025

Submit Date: 09/18/2023

Department: 074

Planning and Zoning

Cash Match?

Y

Total Budgeted Amount: 243,745.00

Total Funding Agency:

219,370.50

Total Cash Match:

24,374.50

Sponsor: GM0005

Fed Transit Adm

Sponsor Type: PT

Pass thru Federal

Purpose: 24

ARTS -MPO

Flow Thru ID: GM0006 GDOT

### Contacts

Type	ID	Name	Phone
I	GMI023	Harris, Mariah	(706)821-1810

### Approvals

Type	By	Date
FA	C. DELANEY	09/18/2023

Dept. Signature:

Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



# Unified Planning Work Program

## FY 2025

Prepared By:  
Augusta Planning & Development Department  
Carla Delaney, Director

*Augusta*  
G E O R G I A

In Cooperation With:  
Aiken County, Edgefield County, and Columbia County  
Federal Transit Administration  
Federal Highway Administration  
Georgia Department of Transportation  
South Carolina Department of Transportation

<https://www.augustaga.gov/630/ARTS-Metropolitan-Planning-Organization>

## Introduction & Funding Distribution

Please refer to the table below to identify Applicant Organization's total available allocation of FY 2025 Section 5303 planning funds.

### Considerations

- The amount depicted under "Total Allocation" represents only the Federal funding available to each MPO.
- The proposed project must also include non-federal matching funds of 20% of the total project cost.
- For FY 2025, GDOT has identified state matching funds of up to 10% of the total project cost. Your organization must provide the remaining 10% local match.

For FY 2025, GDOT has identified additional funding availability. Organizations with identified planning project needs beyond their allocation are encouraged to apply for additional funding. All such additional funding requests will be considered according to criteria in Appendix D.

**Table 1: Urban Area Population and Section 5303 Allocation Statistics**

<b>FY 2025 SECTION 5303 FUNDING DISTRIBUTION</b> <i>Based on 2020 Census URBANIZED AREA (UZA) POPULATION</i>					
MPO	Base Amount	Population 2020 Census*	Population Factor	Population Allocation	Total Allocation
<b>Albany</b>	<b>\$30,000</b>	<b>85,960</b>	<b>1.22%</b>	<b>\$41,367</b>	<b>\$71,367</b>
<b>Athens</b>	<b>\$30,000</b>	<b>143,213</b>	<b>2.03%</b>	<b>\$68,919</b>	<b>\$98,919</b>
<b>Atlanta</b>	<b>\$500,000</b>	<b>5,100,112</b>	<b>72.15%</b>	<b>\$2,454,345</b>	<b>\$2,954,345</b>
<b>Augusta</b>	<b>\$40,000</b>	<b>322,081</b>	<b>4.56%</b>	<b>\$154,996</b>	<b>\$194,996</b>
<b>Brunswick</b>	<b>\$25,000</b>	<b>68,750</b>	<b>0.97%</b>	<b>\$33,085</b>	<b>\$58,085</b>
<b>Cartersville</b>	<b>\$25,000</b>	<b>52,351</b>	<b>0.74%</b>	<b>\$25,193</b>	<b>\$50,193</b>
<b>Chattanooga**</b>	<b>\$4,798</b>	<b>78,160</b>	<b>1.11%</b>	<b>\$37,613</b>	<b>\$42,411</b>
<b>Columbus</b>	<b>\$40,000</b>	<b>205,027</b>	<b>2.90%</b>	<b>\$98,666</b>	<b>\$138,666</b>
<b>Dalton</b>	<b>\$30,000</b>	<b>67,830</b>	<b>0.96%</b>	<b>\$32,642</b>	<b>\$62,642</b>
<b>Gainesville</b>	<b>\$30,000</b>	<b>164,365</b>	<b>2.33%</b>	<b>\$79,098</b>	<b>\$109,098</b>
<b>Hinesville</b>	<b>\$30,000</b>	<b>53,107</b>	<b>0.75%</b>	<b>\$25,557</b>	<b>\$55,557</b>
<b>Macon</b>	<b>\$30,000</b>	<b>140,111</b>	<b>1.98%</b>	<b>\$67,426</b>	<b>\$97,426</b>
<b>Rome</b>	<b>\$30,000</b>	<b>60,403</b>	<b>0.85%</b>	<b>\$29,068</b>	<b>\$59,068</b>
<b>Savannah</b>	<b>\$40,000</b>	<b>309,466</b>	<b>4.38%</b>	<b>\$148,925</b>	<b>\$188,925</b>
<b>Valdosta</b>	<b>\$25,000</b>	<b>76,769</b>	<b>1.09%</b>	<b>\$36,944</b>	<b>\$61,944</b>
<b>Warner Robins</b>	<b>\$30,000</b>	<b>141,132</b>	<b>2.00%</b>	<b>\$67,917</b>	<b>\$97,917</b>
<b>GDOT Discretionary</b>	<b>\$70,000</b>				<b>\$70,000</b>
<b>Totals</b>	<b>\$1,009,798</b>	<b>7,068,837</b>	<b>100%</b>	<b>\$3,401,761</b>	<b>\$4,411,559</b>
*Population figures match those used in GDOT's PL funding distribution.					
** Chattanooga will not receive any STATE MATCH					
<b>4,411,559 Available for 5303 MPO Planning - FY 2023 (FTA Annual Apportionment)</b> <b>(\$1,009,798) Base Amount</b>					
<b>\$3,401,761 Available 5303 Funds - Distributed via Formula Allocation</b>					

## Submission Guidelines

Please use the following guidance in submitting completed Section 5303 grant applications to GDOT.

- Applications should be submitted with the transmittal letter on Applicant Organization letterhead. Authorizing resolutions must be notarized. Both documents should be submitted as scanned attachments with the rest of the application package submitted electronically.
- All other required application materials included in this application packet shall be completed, saved, and returned in digital form.
- Applicants are asked to not change the format of any of the required items in the grant application.

### Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

# FY2025 FTA 5303 GRANT APPLICATION

## WORK ELEMENT 8 – PUBLIC TRANSIT / PARATRANSIT

### TASK 8.1 - Program Support and Administration (44.21.00)

**Purpose:** To provide planning and administrative assistance to Augusta Transit (AT) and LSCOG (Lower Savannah Council of Governments). Under this work element, the MPO staff will aid AT and Best Friend Express (BFE) in preparing financial and operation reports required by the MAP 21/ FAST Act/ Bipartisan Infrastructure Law legislation. Assistance in the preparation of the National Transit Database (NTD) reports will also continue.

Additional administrative assistance will include: Preparing required certifications; Updating annual Title VI assurances; Providing an opportunity for public hearings on grant applications and fare/service changes; Processing procurements involving Federal and State funds; Assisting in planning for transit system capital investments that will lead to increased security for the transit system; Monitoring requirements of the grant process (e.g. labor certifications, third party contracting, bidding, and award process); Developing the Georgia public transportation portion of the Unified Planning Work Program; and providing technical assistance on any transit-related issues facing AT.

LSCOG and their BFE staff will participate in the above-mentioned activities on behalf of their program and will also engage in employee training and education; participation in, and attendance at, ARTS committees; community outreach and marketing events; multiple grant(s) development, writing, and grant administration; grant reporting; Disadvantaged Business Enterprise (DBE) reporting; procurement; service provider contracting and oversight. (missing a period)

#### Previous Work

1. Grant management for continuing FTA Section 5310 Enhanced Mobility for the Elderly and Disabled Persons for LSCOG.
2. First-time development of GTFS information for the BFE fixed routes.
3. Grant amendment for existing FTA federal award to support the BFE.

#### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Update the Annual Title VI Monitoring Report.	August 2024
2. Update socioeconomic demographic GIS data analysis for EJ.	July 2024 - March 2025
3. Conduct public meetings for review and comment period for Program of Projects (POP) related to grant applications and fare increases/service reduction, MTP & and special studies.	As Needed
4. Assist in planning for transit system capital investments that will lead to increased security for the transit system.	As Needed
5. Develop UPWP and Georgia 5303 Grant Application.	October 31, 2024
6. Provide technical transit planning and grant management assistance related to Coordinated Human Services Transportation, ADA accessibility, transit service operational improvements, land use and transportation, transit-oriented development, and other issues.	As Needed
7. FY 2025 FTA 5303 Quarterly Reports to GDOT and SCDOT.	Oct, Jan, Apr, Jun
8. Facilitate MPO committee meetings for transit planning tasks.	Quarterly
9. Prepare split grant funding tables and assist with grant submission for 5307 and 5339 split allocations for AT and LSCOG.	January 31, - April 1, 2025
10. FY 2025 Invoices for Section 5310 Program sent from the MPO to the GDHS contractor for processing.	Monthly by the 10 <sup>th</sup>
11. Assist with POP and transit funding tables in TIP for AT and LSCOG.	September 30, 2025
12. FTA Section 5307 Grant Application SC	November 2025

ACTIVITIES	EXPECTED COMPLETION DATE
13. Semi-annual Disadvantaged Business Enterprise (DBE) Reporting for Urban Transit Services SC	Dec. & June 2024/2025
14. FTA Required Milestone Progress Reports (MPR) and Federal Financial Reports (FFR) Reporting for Grants in TrAMS SC	Annually
15. Quarterly Reporting for 5303 Planning Services SC	Quarterly
16. State Application to SCDOT for State Mass Transit Funds (SMTF) funding SC	March 30, 2025
17. Attendance and report presentation to all ARTS Committees SC	Quarterly
18. Applications for Funding to be used as Local Match SC	Annually
19. SCDOT Public Transportation Workshop	September 2025
20. Transportation Association of South Carolina (TASC) conference	Spring 2025
21. Attendance Georgia Transportation Association (GTA) Conference	December 2024
22. Triennial National Database Sampling – onboard counting of bus riders	Summer 2024
23. Attendance Zero Emission Bus Conference	Summer 2024
24. South Carolina Annual MPO/COG Workshop	TBD
25. National Transit Institute (NTI) webinars	On-Going
26. Assist with Program of Projects (POP) and transit funding tables	On-Going
27. Perform Transit Service Provider Contract Oversight	On-Going
28. LSCOG administration of FTA 5310 funding. Monthly ridership report and invoices submitted to the ARTS MPO.	Monthly

**Product(s)**

1. Grant administration activities for FTA Urban Section 5310
2. Submission of a grant application for capital and operating assistance for public transit
3. Preparation of the GA / SC UPWP public transit elements.
4. Various Monthly, Quarterly, and Annual Reports.
5. Attendance and presentation to all three ARTS Committees (each held bi-monthly).

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Responsible Agency:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (FHWA GA SEC 5303)	\$50,196.00	\$0.00	<b>\$50,196.00</b>
GA DOT (SEC 5303 Match)	\$6,274.50	\$0.00	<b>\$6,274.50</b>
APDD (SEC 5303 Match)	\$6,274.50	\$0.00	<b>\$6,274.50</b>
FTA (FHWA SC SEC 5303)	\$0.00	\$26,040.00	<b>\$26,040.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$6,510.00	<b>\$6,510.00</b>
<b>TOTALS</b>	<b>\$62,745.00</b>	<b>\$32,550.00</b>	<b>\$95,295.00</b>

## TASK 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01)

**Purpose:** Provide and/or create current data annually that is utilized in the MTP and Analysis. These data sets include Socioeconomic Data/Environmental Justice; Land Use Monitoring; Transportation Surveys, Models and Analysis; GIS Development and Application; Long long-range transit Planning; Performance-Based Planning; Congestion Management; Air Quality Issues; Public Administration; and Intermodal Planning. Community Outreach and Education are performed as part of this task to disseminate the new information. To successfully respond to public transit requirements for Transit Asset Management (TAM) Plans and Safety. To review the ten-year planning horizon for the BFE's Transit Improvement Study (TIS) completed in 2025.

### Previous Work

1. Developed framework for FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities which included service operation strategy, grant administration, and mobility management for travel training.
2. LSCOG assisted with the development and implementation of the FTA Section 5310 urban program for residents of Aiken County who are 60+ or a person with a disability.
3. Developed GIS mapping for address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.

### FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Continue assessing the financial capability of AT and BFE and continue to secure other funding sources to implement recommendations from previous planning studies.	On-Going
2. Staff tasks related to 2050 MTP Performance-Based Multimodal Plan Update – Socioeconomic data, GIS analysis, and mapping, community outreach, regional travel demand model for transit.	July 2024 – June 30, 2025
3. LSCOG Updates and Amendments to the MTP SC.	As needed
4. Participate in Performance-Based Planning for the Transit System.	On-Going
5. Enhancements to Public Transit	On-Going

### Product(s):

1. ARTS will continue all task activities for FTA Section 5310 Enhance Mobility for Seniors and Individuals with Disabilities, service operation strategy, and regional Coordinated Human Services Transportation Framework.
2. 2050 MTP Performance-Based Multimodal Plan Update – socioeconomic data, land use development data collection and analysis, GIS analysis and mapping, community outreach, regional travel model for transit.
3. Corridor Plans – application of Land use and Access Management and Complete Streets policies to increase transit ridership and ADA safety
4. Performance Measures – Public Transit
5. GIS map and address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.
6. To review, study, and assist August Transit in addressing transit-related issues. Issues include safety, bus shelter lighting, and ADA compliance.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Responsible Agency:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (FHWA GA SEC 5303)	\$67,200.00	\$0.00	\$67,200.00
GA DOT (SEC 5303 Match)	\$8,400.00	\$0.00	\$8,400.00
APDD (SEC 5303 Match)	\$8,400.00	\$0.00	\$8,400.00
FTA (FHWA SC SEC 5303)	\$0.00	\$2,000.00	\$2,000.00
LSCOG (SEC 5303 Match)	\$0.00	\$500.00	\$500.00
<b>TOTALS</b>	<b>\$84,000.00</b>	<b>\$2,500.00</b>	<b>\$86,500.00</b>

### TASK 8.3 - Short-Range Transportation Planning (44.24.00)

**Purpose:** To perform tasks that are immediate and are reviewed for implementation within the next 3-5 years. LSCOG staff will undertake their required short-range transit planning activities on behalf of the Best Friend Express and its paratransit programs. APDD will prepare short-range planning activities on behalf of Augusta Transit. This includes both transit program staff preparing the necessary operations reports, periodically evaluating the level of transit service, monitoring requirements of the grant process, preparing the annual update to the Title VI assurances, and assisting in the following year's UPWP.

#### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Monitor, update, and program grant funds for buses and/or vans for ADA complementary services including the purchase or lease of new transit vehicles accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.	On-Going
2. Participate with ARTS/MPO in a review and update, if needed, of any Regional Human Services Coordination Plan	On-going or as requested by the MPO
3. Marketing of any New or Revised Service	On-Going
4. Respond to Requests for Presentations to the Public or Agencies	On-Going
5. LSCOG Attorney and Executive Director Signatures on Annual Certification & Assurances for FTA	March 2025
6. Capital Vehicle Acquisition Planning	February 2025
7. Updates to Transit Asset Management (TAM) Plan	June 2025
8. Safety and Planning Mandate Updates	July – December 2024
9. Review the Planning Studies for Possible Implementation of Previous Recommendations	On-Going
10. Submit transit system performance data reported to NTD.	October 2024
11. Annual NTD Report and Validation Response	January – February 2025

#### Product(s):

1. Annual Certifications and Assurances
2. TAM Plan Updates
3. Transit section of UPWP Completed
4. Continued Implementation of the Public Transit Agency Safety Plan (PTASP)
5. Annual NTD Report

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Responsible Agency:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (SEC 5303)	\$51,200.00	\$0.00	\$51,200.00
GA DOT (SEC 5303 Match)	\$6,400.00	\$0.00	\$6,400.00
APDD (GA PL Match)	\$6,400.00	\$0.00	\$6,400.00
FTA (SEC 5303)	\$0.00	\$15,960.00	\$15,960.00
LSCOG (SEC 5303 Match)	\$0.00	\$3,990.00	\$3,990.00
<b>TOTAL</b>	<b>\$64,000.00</b>	<b>\$19,950.00</b>	<b>\$83,950.00</b>

## TASK 8.4 - Transportation Improvement Program (44.25.00)

**Purpose:** LSCOG will participate with the ARTS MPO in the completion of the TIP and its updates; coordinate with the MPO for the split allocation letters for Section 5307 funding; assist with the additional programming of FTA Section 5339 and 5310.

### Previous Work

1. Continued assessment of the financial capability of AT and secure other possible funding sources to implement recommendations from the COA.

### FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Prepare and submit to the ARTS MPO the annual updates to the TIP.	As Needed
2. Review SC STIP and follow up with APDD to make sure LSCOG programming has made it to SCDOT. Programming may include but is not limited to sections 5307, 5339, and 5310.	November 2025
3. Update the text in the TIP regarding the Program of Projects and Financial Plan for the BFE transit system.	On-going

### Product(s):

1. Completed TIP document reviewed and adopted by the ARTS Committees.
2. SCDOT STIP reflecting accurate programming information for Aiken County Transit.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Responsible Agency:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (FHWA GA SEC 5303)	\$26,400.00	\$0.00	<b>\$26,400.00</b>
GA DOT (SEC 5303 Match)	\$3,300.00	\$0.00	<b>\$3,300.00</b>
APDD (SEC 5303 Match)	\$3,300.00	\$0.00	<b>\$3,300.00</b>
FTA (FHWA SC SEC 5303)	\$0.00	\$4,000.00	<b>\$4,000.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$1,000.00	<b>\$1,000.00</b>
<b>TOTAL</b>	<b>\$33,000.00</b>	<b>\$5,000.00</b>	<b>\$38,000.00</b>

Figure 4 - FTA Section 5303 Budget Activity Line Item

UPWP FY 2025 SECTION 5303		APDD			
GA & SC ARTS FTA SUMMARY		FTA	GA DOT	APDD	Total GA
WORK ELEMENT		SEC 5303	Match	Match	SEC 5303
8.1	Program Support and Administration (44.21.00)	\$50,196.00	\$6,274.50	\$6,274.50	\$62,745.00
8.2	Long-Range Transportation Planning (44.23.01)	\$67,200.00	\$8,400.00	\$8,400.00	\$84,000.00
8.3	Short-Range Transportation Planning (44.24.00)	\$51,200.00	\$6,400.00	\$6,400.00	\$64,000.00
8.4	Transportation Improvement Program (44.25.00)	\$26,400.00	\$3,300.00	\$3,300.00	\$33,000.00
<b>Total</b>		<b>\$194,996.00</b>	<b>\$24,374.50</b>	<b>\$24,374.50</b>	<b>\$243,745.00</b>

UPWP FY 2025 SECTION 5303		LSCOG		
GA & SC ARTS FTA SUMMARY		FTA	LSCOG	Total SC
WORK ELEMENT		SEC 5303	Match	SEC 5303
8.1	Program Support and Administration (44.21.00)	\$26,040.00	\$6,510.00	\$32,550.00
8.2	Long-Range Transportation Planning (44.23.01)	\$2,000.00	\$500.00	\$2,500.00
8.3	Short-Range Transportation Planning (44.24.00)	\$15,960.00	\$3,990.00	\$19,950.00
8.4	Transportation Improvement Program (44.25.00)	\$4,000.00	\$1,000.00	\$5,000.00
<b>Total</b>		<b>\$48,000.00</b>	<b>\$12,000.00</b>	<b>\$60,000.00</b>



FEDERAL TRANSIT ADMINISTRATION

**FY 2025 GRANT APPLICATION**

**SECTION 5303 PROGRAM**

METROPOLITAN PLANNING

*This is a fillable form. Please use Adobe Acrobat Reader to complete this application.  
You may use the tab button to navigate between fillable form fields. Only the  
Transmittal Letter and Authorizing Resolution should be printed and returned as a  
scanned application attachment. All other application components should be  
completed and returned electronically.*

**APPLICANT**

Augusta Regional Transportation Study - MPO

Submitted By  
(Name & Title)

9/30/23

Date Submitted

**GDOT**

Project Manager Signature

Date Received

## FY 2025 Section 5303 Grant Application Checklist

### To be completed by APPLICANT:

Legal Name of Applicant: The Augusta Regional Transportation Study

Name/Description of Item	Completed (Yes/No)
Part A: Contract Authorization Tracking System (CATS) Profile Form	Yes
Part B: Transmittal Letter (on Letterhead)	Yes
Part C: Authorizing Resolution	Yes
Part D: Project Description, Budget, and Milestones	Yes
Part E: Title VI Data Collection and Reporting	Yes
Part F: SAM Registration	Yes
Part G: Expenditures Form	Yes
Part H: Indirect Cost Documentation	Yes
Appendix A: FTA Certifications and Assurances	Yes
Appendix B: Definition of FTA Technical Activities	Yes
Appendix C: Performance-Based Transit Planning Agreement	Yes
Appendix D: FY 2025 Additional 5303 Funding Request Scoring Criteria	Yes
Appendix E: Equal Employment Opportunity Questionnaire	Yes

### Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

### REVIEWED BY

*To be completed by GDOT Staff*

_____	_____
GDOT Transit Planner	Date
_____	_____
GDOT Transit Planning Manager	Date
_____	_____
GDOT Transit Program Manager	Date

## Introduction & Funding Distribution

Please refer to the table below to identify Applicant Organization's total available allocation of FY 2025 Section 5303 planning funds.

### Considerations

- The amount depicted under "Total Allocation" represents only the Federal funding available to each MPO.
- The proposed project must also include non-federal matching funds of 20% of the total project cost.
- For FY 2025, GDOT has identified state matching funds of up to 10% of the total project cost. Your organization must provide the remaining 10% local match.

For FY 2025, GDOT has identified additional funding availability. Organizations with identified planning project needs beyond their allocation are encouraged to apply for additional funding. All such additional funding requests will be considered according to criteria in Appendix D.

*Table 1: Urban Area Population and Section 5303 Allocation Statistics*

<b>FY 2025 SECTION 5303 FUNDING DISTRIBUTION</b> <i>Based on 2020 Census URBANIZED AREA (UZA) POPULATION</i>					
MPO	Base Amount	Population 2020 Census*	Population Factor	Population Allocation	Total Allocation
Albany	\$30,000	85,960	1.22%	\$41,367	\$71,367
Athens	\$30,000	143,213	2.03%	\$68,919	\$98,919
Atlanta	\$500,000	5,100,112	72.15%	\$2,454,345	\$2,954,345
Augusta	\$40,000	322,081	4.56%	\$154,996	\$194,996
Brunswick	\$25,000	68,750	0.97%	\$33,085	\$58,085
Cartersville	\$25,000	52,351	0.74%	\$25,193	\$50,193
Chattanooga**	\$4,798	78,160	1.11%	\$37,613	\$42,411
Columbus	\$40,000	205,027	2.90%	\$98,666	\$138,666
Dalton	\$30,000	67,830	0.96%	\$32,642	\$62,642
Gainesville	\$30,000	164,365	2.33%	\$79,098	\$109,098
Hinesville	\$30,000	53,107	0.75%	\$25,557	\$55,557
Macon	\$30,000	140,111	1.98%	\$67,426	\$97,426
Rome	\$30,000	60,403	0.85%	\$29,068	\$59,068
Savannah	\$40,000	309,466	4.38%	\$148,925	\$188,925
Valdosta	\$25,000	76,769	1.09%	\$36,944	\$61,944
Warner Robins	\$30,000	141,132	2.00%	\$67,917	\$97,917
GDOT Discretionary	\$70,000				\$70,000
<b>Totals</b>	<b>\$1,009,798</b>	<b>7,068,837</b>	<b>100%</b>	<b>\$3,401,761</b>	<b>\$4,411,559</b>
*Population figures match those used in GDOT's PL funding distribution.					
** Chattanooga will not receive any STATE MATCH					
4,411,559 Available for 5303 MPO Planning - FY 2023 (FTA Annual Apportionment)					
(\$1,009,798) Base Amount					
3,401,761 Available 5303 Funds - Distributed via Formula Allocation					

## Submission Guidelines

Please use the following guidance in submitting completed Section 5303 grant applications to GDOT.

- Applications should be submitted with the transmittal letter on Applicant Organization letterhead. Authorizing resolutions must be notarized. Both documents should be submitted as scanned attachments with the rest of the application package submitted electronically.
- All other required application materials included in this application packet shall be completed, saved, and returned in digital form.
- Applicants are asked to not change the format of any of the required items in the grant application.

### Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

# Part A: Contract Authorization Tracking System (CATS) Profile Form

Item 10.

## SUBRECIPIENT ORGANIZATION INFORMATION

Organization Official Name (as it appears in W9 Tax form)	Physical Address	Mailing Address (if different)
Augusta Regional Transportation Study	535 Telfair Street, Augusta, GA 30901 Suite 300	535 Telfair Street, Augusta, GA 30901 Suite 300

Charging Indirect Costs:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Approved ICR Plan:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
De minimis Cost Rate:	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

Agency EIN (Tax ID):	58-2204274		
SAM Identification:	ZH93N1J4TBE8	SAM ID EXP. Date (mm/dd/yyyy):	11/9/2023
DUNS Number:	073438418		
eVerify Number:	58-2204274	eVerify Date (mm/dd/yyyy):	07/09/2007

## SUBRECIPIENT CONTRACT PERSONNEL in ORDER of APPROVAL

(EXCLUDE THIRD PARTY OPERATORS)

Contract Reviewer (if applicable)	Name:	Carla Delaney
	Title:	ARTS MPO Director
	Phone:	706-821-1796
	Email:	Cdelaney@augustaga.gov
Attorney (if applicable)	Name:	Dr. William Molnar
	Title:	Policy Committee Chairman
	Phone:	803-649-7981
	Email:	wmolnar@lscog.org
<b>Executor #1</b> (must have the organization's seal affixed or write the word seal next to signature when signing contract)	Name:	
	Title:	
	Phone:	
	Email:	
<b>Executor #2 (if applicable)</b> "must have the organization's seal affixed or write the word seal next to the signature when signing contract"	Name:	
	Title:	
	Phone:	
	Email:	
Attestor / Witness	Name:	Wayne Brown
	Title:	General Counsel
	Phone:	706-842-5550
	Email:	wbrown@augustaga.gov
<b>Notary</b> (must be separate from attestor and have a valid Notary Seal)	Name:	Cecilia Woodruff
	Title:	Director's Assistant
	Phone:	706-821-1796
	Email:	CWoodruff2@augustaga.gov

1. Does the Applicant Organization employ 100 or more employees?

☒

Yes

☐

No

2. In FY 2024, did the Applicant Organization receive \$250,000 or more in FTA planning funds? If yes, an approved DBE program is required. Please attach a copy of your DBE plan or provide a hyperlink.

☐

Yes

☒

No

3. Do you intend to charge indirect costs to this project?

☒

Yes

☐

No

If yes, please indicate whether your agency has a current indirect cost plan on file with GDOT or agrees to the de minimis rate of 10%.

☒

Approved ICR on file with GDOT

☐

De minimis CR (10% fixed)

If the Applicant agrees to charge indirect cost, the Applicant must submit an approved federally recognized Indirect Cost Allocation Rate Plan (ICRP) negotiated between the cognizant agency and the Applicant or agree to the de minimis indirect cost rate of 10% as defined in §200.414 Indirect (F&A) costs, paragraph (f). Please submit the supporting documentation through BlackCat.

## Part B: Transmittal Letter

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The following page includes a sample transmittal letter with fillable fields. Once all fields are complete, Applicants must electronically submit the transmittal letter on the Applicant Organization's letterhead and include the signature of the Authorized Official with the complete application package.



# AUGUSTA REGIONAL TRANSPORTATION STUDY

Item 10.

535 Telfair Street • Suite 300 Augusta, Georgia 30901

September 30, 2023

Patricia Smith, Ph.D.  
Transit Program Manager  
Division of Intermodal  
Georgia Department of Transportation  
600 W. Peachtree Street  
Atlanta, Georgia 30308

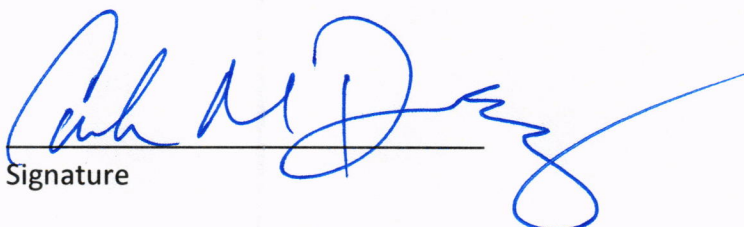
Dear Patricia Smith, Ph.D.:

The Augusta Regional Transportation Study – MPO is applying for FY 2025 financial assistance under Title 49 U.S. Section 5303 metropolitan transportation planning grant to aid in regional transportation planning as detailed in the table below.

	Federal Share	State Share	Local Share	Total
Regional Transportation Planning	\$194,996.00	\$24,374.50	\$24,374.50	\$243,745.00

Local funding, represents the 10% local match portion of the project, and is being committed in the form of cash by Augusta-Richmond County.

The Augusta Regional Transportation Study – MPO certifies that it has the technical, financial, and managerial capabilities to carry out the work described in this grant application. The enclosed information in support of the request for funding is submitted for your consideration. If you have any questions on these matters, please contact Carla Delaney at 706-821-1796 or [CDelaney@augustaga.gov](mailto:CDelaney@augustaga.gov).

  
Signature

Carla Delaney, ARTS Project Director  
Name and Title of Authorized Official

## Part C: Authorizing Resolution

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The following two pages include an authorizing resolution that must be enacted by the Chair of the Policy Committee of the Metropolitan Planning Organization (MPO), or the head of the governing body as appropriate. Please complete the fillable fields on the resolution, then print and sign the designated fields. The authorizing resolution must be properly witnessed and notarized, including the date the notary's commission expires. The resolution should also be stamped with the notary seal as well as the seal of the county commission, city, or appropriate applicant jurisdiction. The certificate of the attesting officer must also be completed. A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5303.**

**WHEREAS**, the Secretary of the US Department of Transportation and the Commissioner of the Georgia Department of Transportation are authorized to make grants for mass transportation projects; And

**WHEREAS**, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

**WHEREAS**, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

**WHEREAS**, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

**NOW THEREFORE, BE IT RESOLVED BY The Augusta Regional Transportation Study Policy Committee hereinafter referred to as the "Applicant",**

1. That the Designated Official Dr. William Molnar, hereinafter referred to as the "Official," is authorized to execute and file an application on behalf of The Augusta Regional Transportation Study with the Georgia Department of Transportation, to aid in the financing of a technical study grant pursuant to Section 5303 of the Federal Transit Act to implement specific items of the FY 2025 Unified Planning Work Program.
2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 8100.1D, FTA Certifications and Assurances for Federal Assistance 2023 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

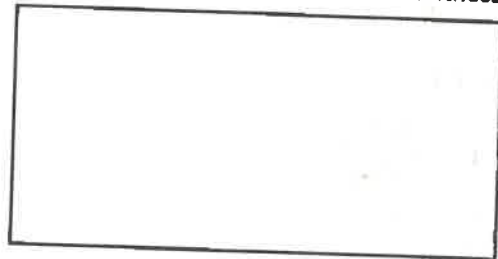
APPROVED AND ADOPTED this 21 day of September 2023.

  
Signature of Authorized Official

William M. Lee, Chair  
Name and Title of Authorized Official

Signed, sealed, and delivered this 2 day of October, 2023 in the presence of

Francis B. Owens  
Witness

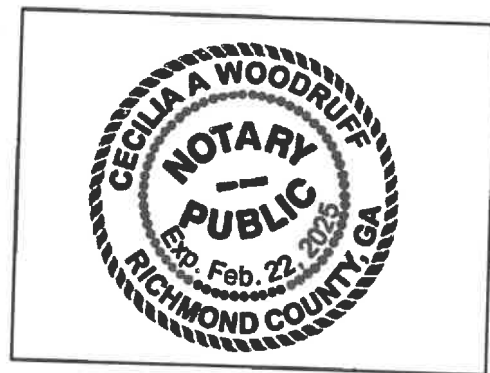


#### CERTIFICATE

The undersigned duly qualified and acting Notary of The Augusta Regional Transportation Study (Title of Certifying/Attesting Official) (Applicant's Legal Name) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on September 21, 2023.

Cecilia A Woodruff  
Signature of Certifying/Attesting Officer

Administrative Assistant to Director  
Name and Title of Certifying/ Attesting Officer



## Part D: Project Description, Budget, and Milestones

The proposed project activities should address: (1) analysis and mapping data and information related to the needs for public transit services or facilities in the MPO's area of responsibility; (2) description of goals, objectives, and strategies to grow and/or strengthen the delivery of public transit services or facilities in the MPO's area of responsibility; and/or (3) building upon prior work leading to the development of an integrated intermodal transportation system within the MPO area. All projects must conform to FTA guidelines.

The Applicant should include excerpts/pages from the MPO's adopted/proposed Unified Planning Work Program (UPWP) that includes this Section 5303 project, including description of the transit task(s) to be carried out as described in this grant application.

The Applicant should describe the work to be undertaken with the FY 2025 Section 5303 funds in the sections below. It is expected that all work described below will be completed within 12 months of the Notice to Proceed for the project.

### D-1: Goals and Objectives

1. Describe the Applicant Organization's overall Section 5303 project goals and objectives.

Augusta Metropolitan Planning Organization (MPO) utilizes FTA Section 5303 grant to fund our work element #5 - Public Transit/Paratransit in our Unified Planning Work Program (UPWP). This element includes 8.1 - Program Support and Administration (44.21.00), 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01), 8.3 - Short-Range Transportation Planning (44.24.00), and 8.4 – Transportation Improvement Program (44.25.00). Overall, these funds are utilized for administration compliance and assistance for both the implementation and oversight of a variety of short-range and long-range transportation projects as outlined in the UPWP. More specifically, update annual Title VI monitoring report; assist with planning transit system capital investments; prepare quarterly FTA 5303 reports; assist with/prepare 5307, 5339, and 5310 grant applications.

### D-2: Tasks and Activities

1. Describe major projects/tasks that will be completed for each Activity Line Item below. MPO's should attach pages from the UPWP for FY 2024 (Work Elements).

#### 44.21.00 Program Support and Administration:

ARTS staff will provide technical assistance to the Augusta Public Transit Department and the Lower Savannah COG's Best Friends Express on an as-needed basis in preparing for Triennial Review, updating socio-economic demographic GIS data analysis for environmental justice; updating the annual Title VI Monitoring Report; transit system capital planning, coordinated public involvement, financial and operations reports; developing UPWP tasks and help prepare 5303, 5307, and 5339 grant applications.

#### 44.22.00 General Development and Comprehensive Planning:

#### **44.23.01 Long-Range Transportation Planning (LRTP) - System Level:**

Under this task, ARTS staff will update the financial capacity assessment and COA; assist with the public involvement and outreach; update GIS mapping for address-matching transit service zones; determine transit projects to be added to the 2050 MTP update; develop a report on performance measures; implement an action plan for recommendations in the TDP; administer assistance to LSCOG for the Section 5310 grant, and develop Coordinated Human Services Framework for the ARTS urbanized area served by the transit systems.

#### **44.24.00 Short-Range Transportation Planning:**

Under this task, ARTS staff will monitor, update and program grant funds for buses and/or vans for ADA complimentary services including purchase/lease of new transit vehicles accessible to and usable for individuals with disabilities; review ridership data and address-matching for ADA demand response service; update complementary paratransit plan; review and update the Regional Human Services Coordination Plan is needed; help transit department with capital vehicle acquisition planning; update TAM Plan, safety and security documents; and marketing for transit department. MPO staff assisting the selected consultant in Bike and Pedestrian Plan I Indate tasks

#### **44.25.00 Transportation Improvement Program:**

Transportation Improvement Program – Under this task, ARTS staff will document comments on the draft TIP; update the TIP (including amendments / administrative modifications) and Performance-Based Planning Integration; test the transportation network; develop Technical Staff Report on performance measures for public transit; review system performance data; prepare the performance analysis for FY 2025; implement recommendations from the Coordinated Human Services Plan for the ARTS urbanized area served by the transit system and continue GIS mapping and address matching for transit service zones to schedule mobility trips for ADA complementary

#### **44.27.00 Other Activities**

D-3: Deliverables

In the table below, list and describe project deliverables to be produced by in-house personnel. If seeking additional FY 2025 funding, please denote any deliverables that would result from an additional funding award.

Table 2: Project Deliverables Produced by In-House Personnel

Work Deliverable	Start Date	Completion Date	Person Responsible for Submitting FTA Quarterly Report to GDOT

1. Describe the proposed in-house projects, provide justification, goals and objectives and tasks to be accomplished in the space provided below.

## D-4: Contracting Opportunities and DBE

In the table below, list and describe anticipated contracting opportunities (i.e. consultants or other vendors), budgeted amounts, and expected dates for advertising the opportunities, and project milestones for all contracted services (i.e. consultant or other vendor activities). If seeking additional FY 2025 funding, please denote any deliverables that would result from an additional funding award.

**Table 3: Project Deliverables to be Produced by Consultants or Other Contractors**

Work Deliverable	Start Date	Completion Date	Person Responsible for Submitting FTA Quarterly Report to GDOT
<b>Work Deliverable #1</b>	N/A		
<b>Estimated Budget Amount</b>			
Draft RFP Submitted to GDOT for Approval			
Advertise Contract Opportunity			
Draft Contract Submitted to GDOT for Approval			
Notice to Proceed (NTP) Issued to Contractor			
Draft Deliverable Submitted to GDOT for Approval			
Final Deliverable Submitted to GDOT			
<b>Work Deliverable #2</b>	N/A		
<b>Estimated Budget Amount</b>			
Draft RFP Submitted to GDOT for Approval			
Advertise Contract Opportunity			
Draft Contract Submitted to GDOT for Approval			
Notice to Proceed (NTP) Issued to Contractor			
Draft Deliverable Submitted to GDOT for Approval			
Final Deliverable Submitted to GDOT			

### **DBE Goals and Objectives**

1. What is your organization's goal for your Disadvantaged Business Enterprise (DBE) program?

Consultants will not be used in preparing any deliverables with this funding.

2. What efforts will your organization undertake to provide open and competitive opportunities for DBE firms to become aware of and participate in the contracted activities you propose under this grant?

Consultants will not be used in preparing any deliverables with this funding.

### **D-5: Planning Coordination**

1. Describe how the proposed planning tasks/activities will be coordinated with other MPO planning efforts.

The ARTS MPO will ensure a regional approach to transportation planning by promoting cooperation and coordination across transit agencies, MPO, and State boundaries and to improve the effectiveness of the transportation decision-making process. A coordinated approach supports common goals and capitalizes on opportunities related to project delivery, congestion management, safety, freight, bike and pedestrian needs, livability, and commerce across boundaries. ARTS will address the planning emphasis area through the implementation of the following UPWP work elements: Task 8.1 – Program Support and Administration - ARTS staff will provide technical assistance to the Augusta Public Transit Department and the Lower Savannah COG's Best Friends

### **D-6: TAM Targets**

1. Describe how the MPO has (or plans to) incorporated transit asset management (TAM) targets in the locally adopted transportation planning documents. Describe the coordination that took place with local transit providers to set regional targets. Please provide a link to the MPO page where those TAM targets are published.

The MPO prepared administrative modifications to the FY 2021-2027 Transportation Improvement Program (TIP) and 2050 MTP to include the current conditions of its transit providers' (APT and LSCOG) capital assets – i.e., Useful Life Benchmark (ULB) and State of Good Repair (SGR) performance measures. This administrative modification adds the current SGR performance measures of Augusta Public Transit's and Lower Savannah Council of Government's capital assets along with both transit providers set performance targets for their capital assets. The Augusta MPO's next step will be to agree on a performance-based planning joint agreement process to address the roles and responsibilities of the Augusta MPO, GDOT, and transit providers in the MPO's performance base-planning process.

## D-7: TAM Performance Measures

1. How has the MPO documented the agreed upon provisions for cooperatively developing and sharing information related to the transit asset management performance measures? Please provide documentation (if available). Otherwise, please see the TAM agreement in Appendix B of this application, sign, and return.

Transit's and Lower Savannah Council of Government's capital assets along with both transit providers set performance targets for their capital assets. The Augusta MPO's next step will be to agree on a performance-based planning joint agreement process to address the roles and responsibilities of the Augusta MPO, GDOT, and transit providers in the MPO's performance

## D-8: PTASP Targets

1. Describe how the MPO has (or plans to) incorporated Public Transportation Agency Safety Plans (PTASP) targets in the service operations. Describe the coordination that took place with local transit providers to set regional targets. Please provide a link to the MPO page where those PTASP targets are published.

Transportation Improvement Program (TIP) and 2050 MTP to include the current conditions of its transit providers' (APT and LSCOG) capital assets – i.e., Useful Life Benchmark (ULB) and State of Good Repair (SGR) performance measures. This administrative modification adds the current SGR performance measures of Augusta Public Transit's and Lower Savannah Council of Government's capital assets along with both transit providers set performance targets for their capital assets. The Augusta MPO's next step will be to agree on a performance-based planning joint agreement process to address the roles and responsibilities of the Augusta MPO, GDOT, and transit providers in the MPO's performance base-planning process.

## D-9: Project Federal Funding Request

It is expected that a large majority of requested Section 5303 funding be directed to the technical long- range and short-range transit planning activities undertaken by the MPO. FTA's Activity Line Item (ALI) codes should be carefully reviewed and selected before costs are distributed by categories. If Applicant Organization is proposing to use ALI codes other than those listed below, please call GDOT for assistance PRIOR to submitting this grant application. See Appendix B (page 24) for a full description of each ALI listed below. These descriptions are taken directly from the FTA program Circular 8100.1C.

### Project Budget

1. Do you intend to charge indirect costs to this project? If yes, please submit a letter from their cognizant agency with the approved rate.



Yes \_\_\_\_\_ No \_\_\_\_\_

2. Complete the table below with requested project budget information and line-item funding sources.

**Table 4: Project Budget**

FTA Scope Number	FTA ALI Number	Budget Line-Item Description	Federal Funding Request Amount	State Funding Request Amount	Local Funding Amount	Total Funding Amount
442	44.21.00	Program Support and Administration	50196	6274.50	6274.50	62745
442	44.22.00	General Development and Comprehensive Planning	0	0	0	0
442	44.23.01	Long-Range Transportation Planning (LRTP) - System Level	67200	8400	8400	84000
442	44.24.00	Short-Range Transportation Planning	51200	6400	6400	64000
442	44.25.00	Transportation Improvement Program	26400	3300	3300	33000
442	44.27.00	Other Activities	0	0	0	0
<b>Total Section 5303 Funds Requested</b>			194996	24374.5	24374.5	243745

### **Anticipated Travel Budget**

If any of the proposed funds in the Project Budget table above are planned to be used for travel, please identify the specific event/activity, ALI number, and anticipated costs in the table below.

***Table 5: Travel Budget***

<b>Event/Activity</b>	<b>FTA ALI Number</b>	<b>Anticipated Cost</b>
National Planning Conference 2025	44.21.00	4000
Georgia Transit Annual Conference	44.21.00	2000

### **D-10: Additional Funding**

*Only answer if seeking FY 2025 funding greater than amount allocated in Table 1.*

1. If seeking additional Section 5303 funds for FY 2025, describe how the additional funds will be used. Descriptions should address how the proposed project will meet the FY 2025 additional funding priorities and scoring criteria listed in Appendix D (page 28). Specify additional project deliverables and/or contracting opportunities that would result if additional FY 2025 funding is awarded (these additional deliverables and contracting opportunities should also be listed in D-3 and D-4). Specify all ALI numbers from D-8.

## Part E: Title VI Data Collection and Reporting

All applicants for FTA Section 5303 funding are required to maintain and provide GDOT with certain information pertaining to Title VI. Please answer the following Title VI questions below.

### E-1: General Reporting Requirements

**Check One:**

☒ The agency has not received any Title VI complaints in the last three years.

☐ The agency has received Title VI complaints in the last three years.

If the agency has received Title VI complaints, use the following table to document those, list any active lawsuits or complaints naming the Applicant Organization which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits. The list should include:

- The date the lawsuit or complaint was filed
- A summary of the allegation
- Any action taken thus far
- The status of the lawsuit or complaint

**Table 6: List of Title VI Complaints or Lawsuits**

<b>Date</b> (Month, Year)	<b>Summary</b> (Include basis of complaint, race, color, or national origin)	<b>Action Taken</b>	<b>Status</b>
	NONE		

1. Please provide a description of all pending applications for financial assistance and financial assistance currently provided by other federal agencies.
2. Please provide a summary of all civil rights compliance review activities conducted at the applicant's transit system in the last three years. The summary should include:
  - The purpose or reason for the review.
  - The name of the agency or the organization that performed the review.
  - A summary of the findings and recommendations of the review.
  - A summary report on the status and/or disposition of such findings and recommendations.

## E-2: MPO Reporting Requirements

### Assessment of Planning Efforts

1. Provide a written description of continuing planning efforts that are responsive to the requirements of Title VI to ensure that transit planning and programming are nondiscriminatory. The description should also discuss how activities or projects programmed in the UPWP and TIP will be implemented on a nondiscriminatory basis. FTA expects to address any Title VI concerns raised during compliance reviews conducted by either transit providers or by FTA or as a result of a Title VI service complaint issue involving programming, planning activities, or capital improvements.

## Monitor Title VI Activities

Monitor the Title VI activities and/or programs of local transit systems. In particular, the MPO is requested to provide documentation describing efforts to:

1. Identify minority communities that will be affected by proposed service changes, such as route modifications, additions, deletions, or extensions under consideration by local transit providers.

Transportation Improvement Program – Under this task, ARTS staff will document comments on the draft TIP; update the TIP (including amendments / administrative modifications) and Performance-Based Planning Integration; test the transportation network; develop Technical Staff Report on performance measures for public transit; review system performance data; prepare the performance analysis for FY 2025; implement recommendations from the

2. Provide technical assistance or guidance to local transportation providers in updating and developing Title VI information.
3. Information Dissemination - provide a description of the methods used to inform minority communities of planning efforts (e.g., public notices, public hearings, other formal or informal public discussions, presentations, meetings, etc.) relating to transit service and improvements.
4. Minority Participation in the Decision-Making Process - provide a written statement describing how minority groups or persons are afforded an opportunity to participate in local decision-making processes. In particular, the statement should describe liaison activities with minority community groups and other efforts to obtain minority views on transportation issues.

Consultants will not be used in preparing any deliverables with this funding.

5. Minority Representation on Decision-Making Bodies - provide a racial breakdown for transit related non-elected boards, advisory councils or committees, and a description of efforts made to encourage the participation of minorities on such boards or committees.

Consultants will not be used in preparing any deliverables with this funding.

**AUGUSTA-RICHMOND COUNTY GOVERNMENT** ● Active Registration

Unique Entity ID:  
ZH93N1J4TBE8

Doing Business As:  
(blank)

Purpose of Registration:  
All Awards

*Expiration Date*

Dec 9, 2023

Item 10.

CAGE/NCAGE:  
3YWL3

Physical Address:  
535 TELFAIR ST, STE 800  
AUGUSTA, GA 30901-2379 USA

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### Project expenditure plan for active projects

Please use Exhibit A of the Contracts issued to the agency to find the information below. Expenditures projections should be realistic and accurate.  
Insert additional rows if needed

[illegible]

**Augusta, Georgia**  
**OMB Cost Allocation Plan (2 CFR Part 200)**  
**for the Fiscal Year Ended December 31, 2021**  
**Schedule F - Indirect Cost Rate Proposal**

Receiving Departments	Central Service Costs	Dept Admin Personnel Costs	Dept Admin Other Costs	Total Indirect Costs	(a) Indirect Cost Rate Base	Indirect Cost Rate
101072910 Code Enforcement	97,374	0	0	97,374	646,010	15.0700%
101076222 Summer Youth Employment - Recr	512	0	0	512	1,400	36.6000%
131 IT/Radio System	6,851	0	0	6,851	13,759	49.7900%
151 Probation	13,918	0	0	13,918	68,983	20.1800%
204 DUI Court	27,628	0	0	27,628	276,562	9.9900%
206 Law Library	16,070	0	0	16,070	23,232	69.1700%
207 5% Crime Victim's Asst Program	16,138	0	0	16,138	282,307	5.7200%
209 DA 5% CVAP	6,164	0	0	6,164	68,725	8.9700%
216 Emergency Telephone System	308,218	0	0	308,218	2,582,196	11.9400%
217 Building Inspections Fund	70,249	0	0	70,249	811,555	8.6600%
220 General Fund Grants	81,923	0	0	81,923	139,409	58.7600%
220016309 Planning & Development Grant	505,702	0	0	505,702	604,036	83.7200% *
221 Housing & Community Development	453,875	0	0	453,875	1,148,685	39.5100%
273 Law Enforcement	2,545,412	0	0	2,545,412	33,184,181	7.6700%
274 Fire Protection	916,566	0	0	916,566	18,324,288	5.0000%
276 Street Lights	35,156	0	0	35,156	308,426	11.4000%
329 SPLOST Phase 7	431,749	0	0	431,749	671,124	64.3300%
506 Water & Sewerage	1,316,134	0	0	1,316,134	13,666,716	9.6300%
541 Waste Management Fund	573,819	0	0	573,819	1,787,944	32.0900%
542 Garbage Collection Fund	503,326	0	0	503,326	661,108	76.1300%
546 Augusta Public Transit System	254,183	0	0	254,183	302,736	83.9600%
551 Augusta Regional Airport	461,739	0	0	461,739	5,054,549	9.1400%
581 Stormwater Utility	231,445	0	0	231,445	3,517,601	6.5800%
611 Risk Management	175,728	0	0	175,728	358,017	49.0800%
626 Fleet Operations & Management	232,869	0	0	232,869	191,750	121.4400%
Composite Rate	19,030,437	0	0	19,030,437	117,368,434	16.2143%

(a) - Indirect Cost Rate Base is total Salaries & Wages (Object 511XXXX) recorded to each Grantee (does not include Fringe Benefit costs)

This document will be updated pending City of Augusta Commission approval, legal review, and signature.

## Appendix A: FTA Certifications and Assurances

*As part of this grant application package, all applicants must attach a signed copy of the most recent available FTA Certifications and Assurances (FY 2023) included as the following two pages.*

The full FTA FY 2023 Certifications and Assurances document is available at:

[FY2023 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements \(dot.gov\)](#)

- The FTA FY 2023 Certifications and Assurances sheet listing all of the relevant documents should be marked with a check mark (✓) showing that ALL categories numbered 01 through 18 are being certified by your organization OR indicate which of the categories are applicable.
- Original signatures must be placed on the FTA Fiscal Year 2023 Certifications and Assurances page that includes the “Affirmation of Applicant” and “Affirmation of the Applicant’s Attorney.”

## Federal Fiscal Year 2023 Certifications and Assurances for FTA Assistance Programs

The Augusta Regional Transportation Study

Name of Applicant: \_\_\_\_\_

**The Applicant agrees to comply with applicable provisions of Categories 01 - 21.**

OR

**The Applicant agrees to comply with applicable provisions of the Categories it has selected:**

Category	Description	
1	Certifications and Assurances Required of Every Applicant	
2	Public Transportation Agency Safety Plans	_____
3	Tax Liability and Felony Convictions	_____
4	Lobbying	_____
5	Private Sector Protections	_____
6	Transit Asset Management Plan	_____
7	Rolling Stock Buy America Reviews and Bus Testing	_____
8	Urbanized Area Formula Grants Program	_____
9	Formula Grants for Rural Areas	_____
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Response Service	_____
18	Interest and Financing Costs	_____
19	Cybersecurity Certification for Rail Rolling Stock Operations	_____
20	Tribal Transit Programs	_____
21	Emergency Relief Program	_____

## Federal Fiscal Year 2023 FTA Certifications and Assurances Signature Page

*Required of all Applicants for federal assistance to be awarded by FTA in FY 2025.*

### AFFIRMATION OF APPLICANT

The Augusta Regional Transportation Study

Name of Applicant: \_\_\_\_\_

Name and Relationship of the Authorized Representative: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2025, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek, federal assistance to be awarded during federal fiscal year 2025.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

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

Name and Relationship of the Authorized Representative: \_\_\_\_\_

**AFFIRMATION OF APPLICANT'S ATTORNEY**

The Augusta Regional Transportation Study

For: \_\_\_\_\_

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

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

Name of Attorney for Applicant: \_\_\_\_\_

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

## Appendix B: Definition of FTA Technical Activities

As provided in FTA Circular 8100.1D


1. Program Support and Administration (44.21.00). Include basic overhead, program support, and general administrative costs directly chargeable to the FTA project; examples include direct program support, administration, interagency coordination, citizen participation, public information, local assistance, and Unified Planning Work Program (UPWP) development. (If direct program administrative and support costs are included in each work or activity, do not enter them a second time in this category).
2. General Development and Comprehensive Planning (44.22.00). Include only the costs of activities specifically emphasizing regional policy and system planning for non-transportation functional areas, plus the development and maintenance of related data collection and analysis systems, demographic analysis and non-transportation modeling, and forecasting activity; examples include land use, housing, human services, environmental and natural resources, recreation and open space, public facilities, and utilities.
3. Long Range Transportation Planning (LRTP)—System Level (44.23.01). Include only the costs of activities specifically emphasizing long range transportation system planning and analysis; examples include long range travel forecasting and modeling including appropriate data base development and maintenance for transportation in the entire metropolitan area or State, system analysis, sketch planning, system plan development, reappraisal or revision, and all long- range Transportation System Management (TSM) activities.
4. Short Range Transportation Planning (SRTP) (44.24.00). Include only the costs of activities specifically emphasizing short range transportation system or project planning and analysis proposed in the next three to five years; examples include management analyses of internal operations such as management/administration, maintenance, personnel, and labor relations; service planning including appropriate data base development and maintenance; Transportation Development Plan (TDP) preparation; financial management planning, including alternative farebox policies; and all short range Transportation System Management (TSM) activities including vanpool/ridesharing, high occupancy vehicles, parking management.
5. Transportation Improvement Program (TIP) (44.25.00). Include only the costs of activities specifically emphasizing TIP development and monitoring.
6. Other Activities (44.27.00). Include only the costs of those activities whose primary emphasis is unrelated to the specific types of activities described above.


## Performance-Based Transit Planning Agreement

On May 27, 2016, the final rule for statewide and metropolitan transportation planning was published, based on 2012's Moving Ahead for Progress in the 21st Century (MAP-21) Act and 2015's Fixing America's Transportation System (FAST) Act. As part of this final rule, 23 CFR 450.314 (h) requires the metropolitan planning organizations (MPO), State(s), and the providers of public transportation (referred to here as "providers") to jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, and the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO.

The Georgia Department of Transportation (GDOT), the MPO, and provider(s) hereby agree to share transit asset management data, targets, and plans as follows:

- Providers will share their Transit Asset Management (TAM) Plan, and TAM targets with the MPO and GDOT and report to the National Transit Database.
- Providers will coordinate with the MPO and GDOT during the development of their TAM Plan and targets.
- The MPO will set TAM targets for their planning area in coordination with providers in their planning area and share those targets with providers and GDOT.
- GDOT sponsors a Group TAM Plan for participating Tier 2 transit providers, collects inventory information from these providers, sets targets in coordination with the providers, and shares the TAM Plan with providers and MPOs statewide.
- MPOs will reflect TAM targets in their short range and long range planning documents, and share with GDOT and providers in their planning area.
- GDOT will provide a Statewide Transportation Improvement Program (STIP) Performance Report, reflecting TAM targets set by the GDOT Group Plan, and will share this report with MPOs and transit providers statewide.

  
MPO Signature      11/26/19  
Date

  
Print Name and Title

Augusta Regional Transportation Study Metropolitan Planning Organization  
Organization Name

## Performance-Based Transit Planning Agreement

Name of Public Transportation Provider 1: Augusta Transit

Sharon Dottery 11/15/19  
 Provider Signature Date

Sharon Dottery, Director  
 Print Name and Title

Name of Public Transportation Provider 2: Lower Savannah Council of Governments - Bad Friend Express Transit

[Signature] 11/21/19  
 Provider Signature Date

William McNair, Ex. Director  
 Print Name and Title

Name of Public Transportation Provider 3: \_\_\_\_\_

\_\_\_\_\_  
 Provider Signature Date Print Name and Title

Name of Public Transportation Provider 4: \_\_\_\_\_

\_\_\_\_\_  
 Provider Signature Date Print Name and Title

## Appendix D: FY 2025 Additional 5303 Funding Request Scoring Criteria

For FY 2025, additional Section 5303 funding is available beyond the formula allocations specified in Table 1 (page 3). Organizations with additional planning project needs may apply for increased FY 2025 funds. Awards will be subject to funding availability and awarded projects must conform to all applicable Section 5303 rules and regulations.

Applications for additional funding will be evaluated using the following scoring criteria. A strong application should meaningfully address each criterion. However, it does not necessarily need to address multiple sub-criteria within each.

### Criteria #1 - Departmental Priorities (40 points)

- Support Regional & Statewide Transit Coordination
- Improve Transit Safety
- Develop Measureable Performance-Based Planning Products
- Support Coordinated Human Services Transportation Planning
- Study Expansion of Service to Unserved/Underserved Areas
- Target Workforce Development

### Criteria #2 - Planning Support for Transit Providers (40 points)

- Planning work that supports capital & operating grants
- Studies to evaluate projects currently in TIP/LRTP
- Evaluating the performance of transit projects
- Evaluating future funding options & availability
- Planning for emerging trends and technologies (examples: micro transit, signal prioritization, real time travel information, GTFS real time, etc.)

### Criteria #3 - Past Performance (20 points)

- Timely & accurate 5303 invoicing
- Planning deliverables with clear transit nexus
- Transit projects are reflected in TIP and LRTP
- MPO is currently following a performance-based planning process, with respect to transit and relevant planning agreements
- MPO has an up-to-date Public Participation Plan

## Appendix E: Equal Employment Opportunity Questionnaire

The FTA Master Agreement requires all applicants, recipients, subrecipients and contractors receiving funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance. FTA applicants, recipients, subrecipients, and contractors who meet both of the following threshold requirements must implement the EEO Program elements (FTA C 4704.1A Chapter 2.2).

This requirement applies to state-administered programs covered by Federal Transit Laws and FTA Master Agreement funding categories under 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities; 5311 – Rural formula grants for Rural Areas; 5339 – Bus and Bus facilities; 5307 – Urbanized Area formula grants; and 5303, 5304 and 5305 – Metropolitan and Statewide Planning funds.

All FTA applicants, recipients, subrecipients and contractors who do not meet the EEO Program threshold are not required to submit an EEOP. However, they are still required to comply with all Equal Employment Opportunity statutes and regulations.

A recipient is required to submit a full or abbreviated EEO Program based on the number of its transit-related employees and whether it reaches a monetary threshold. Transit related employees include temporary, full-time, or part-time employees.

- Employs 100 or more transit-related employees (requires a full EEO Program)
- Employs 50 or more transit-related employees; (requires an abbreviated EEO program)

And:

- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year or requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year.

**Example:** If 'ABC Transit' is a direct subrecipient and has 22 employees, it does not meet the threshold. If 'ABC Transit' subcontracts with a *Third-Party Operator*, each entity is considered separately. If 'ABC Transit' with 22 employees, contracts with two agencies, one with 25 employees, and one with 52 employees (i.e.  $22+25+52=99$ ), then ABC Transit would not be required to have an EEO Program, but the contracted agency with 52 employees would be required to develop and submit to 'ABC Transit' an abbreviated EEO Program.

### EEO Program Components (Full EEO Program)

- Statement of Policy
- Dissemination
- Designation of Personnel Responsibility
- Utilization Analysis
- Goals and Timetables
- Assessment of Employment Practices
- Monitoring and Reporting

### Abbreviated EEO Program Components

- Statement of Policy
- Dissemination Plan
- Designation of Personnel Responsibility
- Assessment of Employee Practices
- Monitoring and Reporting Plan

Please complete all fields annually and submit to GDOT Transit Department.

Legal Name of Applicant: Augusta Regional Transportation Study - MPO

Organization Type: ☒ MPO ☐ Transit Agency ☐ Third-Party Contractor

1. How many transit related employees do you have in your organization? 9.00

(A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in planning bus routes would be counted, but a city planner involved in land use would not be counted)

2. How much did your organization receive in capital or operating assistance the previous federal fiscal year?

\$ \$ 0.00

3. How much did your organization receive in planning assistance the previous federal fiscal year?

\$ \$ 188,364.00

4. Has your agency submitted a full EEO Program/or abbreviated program to GDOT based on the thresholds noted?

Yes ☒ No

5. If yes, what is the date of your last submission? \_\_\_\_\_

6. Do you contract out any of your transit services?

Yes ☒ No.

If yes,

a. What is the name of the agency(ies)?

N/A

b. How much did the agency receive in capital or operating assistance?

\$ \$ 0.00

c. How many transit employees does the agency have? \_\_\_\_\_

d. Did the contracting agency submit an EEO Program to you?

Yes ☒ No

If yes, what is the date of their last EEO Program submission? \_\_\_\_\_

I certify that the foregoing is true and correct.

Signature: [Signature]

Title:

MPO Project Director

Date:

9/30/23

## Part U: TAMP Participant Accountable Executive Approval Form

### GDOT GROUP TRANSIT ASSET MANAGEMENT (TAM) PLAN

#### FY 2023 TAM PERFORMANCE TARGETS

As the Accountable Executive for the below-named Participant in the Group Transit Asset Management (TAM) Plan sponsored by the Georgia Department of Transportation (GDOT), I hereby approve the enclosed FY 2023 TAM Performance Targets (dated 9/08/20) on behalf of the Participant transit provider organization.

Participant Organization Name:

Augusta Transit

Transit Provider Name (if different):

RATP DEV, USA

FTA Program Subgroup (check all that apply)



5311 Rural



5307 Urban

Did the Accountable Executive change from the FY 2024 name AE?

Yes



No

Name of Accountable Executive:

Sharon Dottery

Signature of Accountable Executive:

*Sharon Dottery*

Title:

Director

Date:

9/26/23

Enclosure

## Minimal Asset Useful Life Standards for FTA Grants

<u>Asset</u>	<u>Useful Life</u>	<u>Source</u>
<u>Buses/Light Vehicles</u>		
Large heavy-duty transit buses 35'-40'	12 years/500,000 miles	FTA Circular 5010.1D
Small heavy-duty transit buses 30'	10 years/350,000 miles	FTA Circular 5010.1D
Medium medium-duty transit buses 25'-35'; Sprinter bus	7 years/200,000 miles	FTA Circular 5010.1D
Medium light-duty transit buses 25'-35', BOC vehicles, Expansion vans	5 years/150,000 miles	FTA Circular 5010.1D
Light-duty vehicles (vans, sedans, light-duty buses); Support vehicles; BOC (15-19 passenger), < 30 ft	4 years/100,000 miles	FTA Circular 5010.1D
<u>Trolleys</u>		
Fixed guideway steel-wheeled	25 years	FTA Circular 5010.1D
Fixed guideway electric, rubber tires	15 years	FTA Circular 5010.1D
Simulated trolleys (rubber tires, internal combustion engine)	Refer to bus useful life	FTA Circular 5010.1D
<u>Rail Vehicles</u>	25 years, see circular	FTA Circular 5010.1D
<u>Ferries</u>		
Passenger ferries	25 years	FTA Circular 5010.1D
Other ferries (w/o refurbishment)	30 years	FTA Circular 5010.1D
Other ferries (w/refurbishment)	60 years	FTA Circular 5010.1D
<u>Facilities</u>		
Buildings- concrete, steel and frame construction	40 years	FTA Circular 5010.1D
<u>Other Capital Equipment</u>		
Fare boxes	10 years	Manufacturer/Industry stds.
Computer hardware	4 years	GAAP Guidelines/Industry Std.
Computer hardware- Domain controllers	4 years	Industry Std.
Mobile data computers (real-time dispatching)	7 years	Manufacturer
Computer software	4 years	GAAP Guidelines/Industry Std.
Computer software- HASTUS	4 years	Manufacturer
Computer software- ADP	4 years	Industry Std.
Scheduling/fleet management software	4 years	GAAP Guidelines/Industry Std.
Communications equipment, mobile radios, base stations	10 years	GAAP Guidelines/Industry Std.
Security/Surveillance equipment, cameras for vehicles	Same as useful life of vehicle	
Security/Surveillance equipment, cameras for buildings	10 years	Industry Std.
Shop equipment- Alignment machines, bus washing, tire changers	10 years	Manufacturer
Bus lift	20 years	Manufacturer
Wheelchair lift	Same as useful life of vehicle	
Bus shelters	15 years	Industry Std.
Bus shelter/stop benches	10 years	Manufacturer
Office furniture	10 years	Manufacturer
Carpeting	5 years	Manufacturer
Repeater tower	25 years	Manufacturer
Engine for bus/trolley	4 years	Industry Std.
Bus stop signage	10 years	Industry Std.
HVAC parts	5 years	Grantee experience
Asphalt parking lot	15 years	GASB
Thermal diesel particle filter cleaner	10 years	Manufacturer
Commercial roofing	15 years	Industry Std.

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Augusta-Richmond County Government</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see Instructions) ► <b>Local Government - Political Subunit of the State of Georgia</b>	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):  Exempt payee code (if any) <u>3</u>  Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>535 Telfair Street, Suite 800</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Augusta GA 30909</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	8			2	2	0	4	2	7

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► 	Date ► <u>2/15/2023</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## INFORMATION REQUIRED TO INITIATE NEPA

### A CHECKLIST

For FTA to determine the extent of environmental analysis required for a proposed project, we must have a clear idea of what it may do to the environment. This includes the **natural environment** (soil, water, air, flora/fauna) and the **human environment** (socioeconomics, land use, traffic, etc.). Additionally, FTA must determine whether any Federal funding is sought (now or in the future) for the proposal and if FTA is required to make a decision or approval (e.g., approval for incidental use of property).

#### INFORMATION REQUIRED

- ☐ Sources of federal, state, and local funds and transit nexus
- ☐ Description of existing property with a clear map showing the Area of Potential Effect (APE)
- ☐ Street address or coordinates
- ☐ Photos of property, any buildings on property and the surrounding area directly adjacent to the project site.
- ☐ Photos of surrounding buildings visible from property
- ☐ Description of complete project with site plan. Be specific for each action of the project.

#### QUESTIONS to be ADDRESSED

*Is the project a Federal Action eligible for FTA funding?*

*What are the Existing conditions? Cleared land or forested land? Water? Urban, rural, suburban? Gently rolling, flat, etc.? Modern visual intrusions in the area, such as cell towers, modern buildings, etc.? Is the site a brownfield or contaminated? Have any site assessments been completed?*

*Are there possible environmental areas of concern at the site or in its surroundings? Any known hazards? Existing buildings contain lead paint/asbestos? Standing water on site? Industrial site? Industrial sites within a block of the project site? In a historic district?*

*What are the characteristics of the natural environment of the property? Provide photos of the land in all directions and of any buildings or structures on the land. Are any of the buildings be historic? Are the buildings in use? Are the buildings safe? Who/what industry occupies the building?*

*Are there any nearby buildings that may be historic? Any new construction visible from the project site? Number of stories of the buildings surrounding the project site.*

*What physical changes will be made to the existing site? Any digging or other ground disturbing activities such as clearing and grubbing? Will a building be constructed? Will an existing building be renovated or rehabilitated? Will parking be added or subtracted? Any changes to the traffic amount or flow due to the project? Provide any renderings that are available of the existing project site and the planned work. Be specific about actions, such as replacement of windows/doors, new construction, etc. Will the completed project include storage facilities, maintenance facilities or an operation center?*

- ☐ List of actions required upon existing property to achieve complete project (e.g., clear 5 acres of wooded land, demolish building, culvert and cover creek, etc.)
- ☐ Logical termini, alignment, mode, and technology (if a linear project).
- ☐ List of any public involvement done for the project, to date, if any

*Are there physical changes that are not obvious in the site plan? (e.g., excavation for a basement, fuel storage) Are there going to be any residential or business displacements?*

*Has thorough planning for the proposed project occurred? (3 out of 4 are typically enough to begin NEPA.) Any feasibility or environmental studies been completed? If so, please attach to the checklist document.*

*Has the community affected by the project been informed? If so, when was the community engaged/informed? Is there any potential controversy? Are there any local organizations that should be informed?*

**Property Acquisition:** Unless an early or at-risk (hardship or protective buy) acquisition meets the conditions, property cannot be acquired until NEPA is **complete** and an environmental determination or decision document has been issued by FTA TR04. This restriction is found in FTA's environmental regulations ([23 CFR 771.113](#)) and includes offers to purchase the property or any other commitment to purchase the property or to proceed to a settlement ([FTA Circular 5010.1E](#)). Project sponsors should contact FTA TR04 with any questions about potential timing of property acquisitions and their corresponding NEPA documentation.

Examples, which can be either implied or explicit, of prohibited acquisition activities during the NEPA process include:

- Any offer to purchase;
- Any negotiation to purchase;
- Any discussion on price;
- Any commitment to purchase or establishing any conditions of purchase; and,
- Any commitment to proceed to settlement.

**Equity Analysis:** Be sure to review and understand your responsibilities per [49 CFR Section 21.5\(b\)\(3\)](#) for **facility** construction projects. Additionally, please review and comply with [FTA Title VI Circular](#).

**The more information FTA knows about a project, the more accurate we can be in assigning the most appropriate level of environmental analysis.**

Updated 10/15/2021

## GDOT Project Manager Contact Information

### Phillip Peevy

Planning and Environmental Manager

Division of Intermodal Programs

[ppeevey@dot.ga.gov](mailto:ppeevey@dot.ga.gov)

404.631.1783

Regional Commission	MPO	Project Manager
Coastal Georgia	Brunswick MPO Glynn County BOC (BATS) Hinesville MPO (Liberty) Savannah MPO (CORE-MPO)	<b>Shannae Johnson</b> (404) 631-1225 <a href="mailto:shannjohnson@dot.ga.gov">shannjohnson@dot.ga.gov</a>
Georgia Mountains	Gainesville MPO	
Northwest Georgia	Cartersville-Bartow MPO Chattanooga MPO Dalton MPO Rome MPO	
Southwest Georgia	Albany MPO (DARTS)	
Three Rivers		
Atlanta Regional Commission (ARC)	ARC	<b>Johnathan McLoyd</b> (404) 631-1229 <a href="mailto:jomcloyd@dot.ga.gov">jomcloyd@dot.ga.gov</a>
Central Savannah River Area	Augusta MPO (ARTS)	
Heart of Georgia - Altamaha		
Middle Georgia	Macon-Bibb MPO (MATS) Warner Robbins MPO (WRATS)	
Northeast Georgia	Athens-Clarke County MPO (MACORTS)	
River Valley	Columbus MPO	
Southern Georgia	Valdosta MPO	



# Unified Planning Work Program

**FY 2025**

Prepared By:  
Augusta Planning & Development Department  
Carla Delaney, Director

*Augusta*  
G E O R G I A

In Cooperation With:  
Aiken County, Edgefield County, and Columbia County  
Federal Transit Administration  
Federal Highway Administration  
Georgia Department of Transportation  
South Carolina Department of Transportation

<https://www.augusta.gov/680/ARTS-Metropolitan-Planning-Organization>

## Introduction & Funding Distribution

Please refer to the table below to identify Applicant Organization's total available allocation of FY 2025 Section 5303 planning funds.

### Considerations

- The amount depicted under "Total Allocation" represents only the Federal funding available to each MPO.
- The proposed project must also include non-federal matching funds of 20% of the total project cost.
- For FY 2025, GDOT has identified state matching funds of up to 10% of the total project cost. Your organization must provide the remaining 10% local match.

For FY 2025, GDOT has identified additional funding availability. Organizations with identified planning project needs beyond their allocation are encouraged to apply for additional funding. All such additional funding requests will be considered according to criteria in Appendix D.

*Table 1: Urban Area Population and Section 5303 Allocation Statistics*

FY 2025 SECTION 5303 FUNDING DISTRIBUTION					
Based on 2020 Census URBANIZED AREA (UZA) POPULATION					
MPO	Base Amount	Population 2020 Census*	Population Factor	Population Allocation	Total Allocation
Albany	\$30,000	85,960	1.22%	\$41,367	\$71,367
Athens	\$30,000	143,213	2.03%	\$68,919	\$98,919
Atlanta	\$500,000	5,100,112	72.15%	\$2,454,345	\$2,954,345
Augusta	\$40,000	322,081	4.56%	\$154,996	\$194,996
Brunswick	\$25,000	68,750	0.97%	\$33,085	\$58,085
Cartersville	\$25,000	52,351	0.74%	\$25,193	\$50,193
Chattanooga**	\$4,798	78,160	1.11%	\$37,613	\$42,411
Columbus	\$40,000	205,027	2.90%	\$98,666	\$138,666
Dalton	\$30,000	67,830	0.96%	\$32,642	\$62,642
Gainesville	\$30,000	164,365	2.33%	\$79,098	\$109,098
Hinesville	\$30,000	53,107	0.75%	\$25,557	\$55,557
Macon	\$30,000	140,111	1.98%	\$67,426	\$97,426
Rome	\$30,000	60,403	0.85%	\$29,068	\$59,068
Savannah	\$40,000	309,466	4.38%	\$148,925	\$188,925
Valdosta	\$25,000	76,769	1.09%	\$36,944	\$61,944
Warner Robins	\$30,000	141,132	2.00%	\$67,917	\$97,917
GDOT Discretionary	\$70,000				\$70,000
<b>Totals</b>	<b>\$1,009,798</b>	<b>7,068,837</b>	<b>100%</b>	<b>\$3,401,761</b>	<b>\$4,411,559</b>
*Population figures match those used in GDOT's PL funding distribution.					
** Chattanooga will not receive any STATE MATCH					
4,411,559 Available for 5303 MPO Planning - FY 2023 (FTA Annual Apportionment)					
(\$1,009,798) Base Amount					
3,401,761 Available 5303 Funds - Distributed via Formula Allocation					

## Submission Guidelines

Please use the following guidance in submitting completed Section 5303 grant applications to GDOT.

- Applications should be submitted with the transmittal letter on Applicant Organization letterhead. Authorizing resolutions must be notarized. Both documents should be submitted as scanned attachments with the rest of the application package submitted electronically.
- All other required application materials included in this application packet shall be completed, saved, and returned in digital form.
- Applicants are asked to not change the format of any of the required items in the grant application.

### Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

# FY2025 FTA 5303 GRANT APPLICATION

## WORK ELEMENT 8 – PUBLIC TRANSIT / PARATRANSIT

### TASK 8.1 - Program Support and Administration (44.21.00)

**Purpose:** To provide planning and administrative assistance to Augusta Transit (AT) and LSCOG (Lower Savannah Council of Governments). Under this work element, the MPO staff will aid AT and Best Friend Express (BFE) in preparing financial and operation reports required by the MAP 21/ FAST Act/ Bipartisan Infrastructure Law legislation. Assistance in the preparation of the National Transit Database (NTD) reports will also continue.

Additional administrative assistance will include: Preparing required certifications; Updating annual Title VI assurances; Providing an opportunity for public hearings on grant applications and fare/service changes; Processing procurements involving Federal and State funds; Assisting in planning for transit system capital investments that will lead to increased security for the transit system; Monitoring requirements of the grant process (e.g. labor certifications, third party contracting, bidding, and award process); Developing the Georgia public transportation portion of the Unified Planning Work Program; and providing technical assistance on any transit-related issues facing AT.

LSCOG and their BFE staff will participate in the above-mentioned activities on behalf of their program and will also engage in employee training and education; participation in, and attendance at, ARTS committees; community outreach and marketing events; multiple grant(s) development, writing, and grant administration; grant reporting; Disadvantaged Business Enterprise (DBE) reporting; procurement; service provider contracting and oversight. (missing a period)

#### Previous Work

1. Grant management for continuing FTA Section 5310 Enhanced Mobility for the Elderly and Disabled Persons for LSCOG.
2. First-time development of GTFS information for the BFE fixed routes.
3. Grant amendment for existing FTA federal award to support the BFE.

#### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Update the Annual Title VI Monitoring Report.	August 2024
2. Update socioeconomic demographic GIS data analysis for EJ.	July 2024 - March 2025
3. Conduct public meetings for review and comment period for Program of Projects (POP) related to grant applications and fare increases/service reduction, MTP & and special studies.	As Needed
4. Assist in planning for transit system capital investments that will lead to increased security for the transit system.	As Needed
5. Develop UPWP and Georgia 5303 Grant Application.	October 31, 2024
6. Provide technical transit planning and grant management assistance related to Coordinated Human Services Transportation, ADA accessibility, transit service operational improvements, land use and transportation, transit-oriented development, and other issues.	As Needed
7. FY 2025 FTA 5303 Quarterly Reports to GDOT and SCDOT.	Oct, Jan, Apr, Jun
8. Facilitate MPO committee meetings for transit planning tasks.	Quarterly
9. Prepare split grant funding tables and assist with grant submission for 5307 and 5339 split allocations for AT and LSCOG.	January 31, - April 1, 2025
10. FY 2025 Invoices for Section 5310 Program sent from the MPO to the GDHS contractor for processing.	Monthly by the 10 <sup>th</sup>
11. Assist with POP and transit funding tables in TIP for AT and LSCOG.	September 30, 2025
12. FTA Section 5307 Grant Application SC	November 2025

ACTIVITIES	EXPECTED COMPLETION DATE
13. Semi-annual Disadvantaged Business Enterprise (DBE) Reporting for Urban Transit Services SC	Dec. & June 2024/2025
14. FTA Required Milestone Progress Reports (MPR) and Federal Financial Reports (FFR) Reporting for Grants in TrAMS SC	Annually
15. Quarterly Reporting for 5303 Planning Services SC	Quarterly
16. State Application to SCDOT for State Mass Transit Funds (SMTF) funding SC	March 30, 2025
17. Attendance and report presentation to all ARTS Committees SC	Quarterly
18. Applications for Funding to be used as Local Match SC	Annually
19. SCDOT Public Transportation Workshop	September 2025
20. Transportation Association of South Carolina (TASC) conference	Spring 2025
21. Attendance Georgia Transportation Association (GTA) Conference	December 2024
22. Triennial National Database Sampling – onboard counting of bus riders	Summer 2024
23. Attendance Zero Emission Bus Conference	Summer 2024
24. South Carolina Annual MPO/COG Workshop	TBD
25. National Transit Institute (NTI) webinars	On-Going
26. Assist with Program of Projects (POP) and transit funding tables	On-Going
27. Perform Transit Service Provider Contract Oversight	On-Going
28. LSCOG administration of FTA 5310 funding. Monthly ridership report and invoices submitted to the ARTS MPO.	Monthly

#### Product(s)

1. Grant administration activities for FTA Urban Section 5310
2. Submission of a grant application for capital and operating assistance for public transit
3. Preparation of the GA / SC UPWP public transit elements.
4. Various Monthly, Quarterly, and Annual Reports.
5. Attendance and presentation to all three ARTS Committees (each held bi-monthly).

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Responsible Agency:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (FHWA GA SEC 5303)	\$50,196.00	\$0.00	<b>\$50,196.00</b>
GA DOT (SEC 5303 Match)	\$6,274.50	\$0.00	<b>\$6,274.50</b>
APDD (SEC 5303 Match)	\$6,274.50	\$0.00	<b>\$6,274.50</b>
FTA (FHWA SC SEC 5303)	\$0.00	\$26,040.00	<b>\$26,040.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$6,510.00	<b>\$6,510.00</b>
<b>TOTALS</b>	<b>\$62,745.00</b>	<b>\$32,550.00</b>	<b>\$95,295.00</b>

## TASK 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01)

**Purpose:** Provide and/or create current data annually that is utilized in the MTP and Analysis. These data sets include Socioeconomic Data/Environmental Justice; Land Use Monitoring; Transportation Surveys, Models and Analysis; GIS Development and Application; Long long-range transit Planning; Performance-Based Planning; Congestion Management; Air Quality Issues; Public Administration; and Intermodal Planning. Community Outreach and Education are performed as part of this task to disseminate the new information. To successfully respond to public transit requirements for Transit Asset Management (TAM) Plans and Safety. To review the ten-year planning horizon for the BFE's Transit Improvement Study (TIS) completed in 2025.

### Previous Work

1. Developed framework for FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities which included service operation strategy, grant administration, and mobility management for travel training.
2. LSCOG assisted with the development and implementation of the FTA Section 5310 urban program for residents of Aiken County who are 60+ or a person with a disability.
3. Developed GIS mapping for address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.

### FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Continue assessing the financial capability of AT and BFE and continue to secure other funding sources to implement recommendations from previous planning studies.	On-Going
2. Staff tasks related to 2050 MTP Performance-Based Multimodal Plan Update – Socioeconomic data, GIS analysis, and mapping, community outreach, regional travel demand model for transit.	July 2024 – June 30, 2025
3. LSCOG Updates and Amendments to the MTP SC.	As needed
4. Participate in Performance-Based Planning for the Transit System.	On-Going
5. Enhancements to Public Transit	On-Going

### Product(s):

1. ARTS will continue all task activities for FTA Section 5310 Enhance Mobility for Seniors and Individuals with Disabilities, service operation strategy, and regional Coordinated Human Services Transportation Framework.
2. 2050 MTP Performance-Based Multimodal Plan Update – socioeconomic data, land use development data collection and analysis, GIS analysis and mapping, community outreach, regional travel model for transit.
3. Corridor Plans – application of Land use and Access Management and Complete Streets policies to increase transit ridership and ADA safety
4. Performance Measures – Public Transit
5. GIS map and address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.
6. To review, study, and assist August Transit in addressing transit-related issues. Issues include safety, bus shelter lighting, and ADA compliance.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Responsible Agency:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (FHWA GA SEC 5303)	\$67,200.00	\$0.00	<b>\$67,200.00</b>
GA DOT (SEC 5303 Match)	\$8,400.00	\$0.00	<b>\$8,400.00</b>
APDD (SEC 5303 Match)	\$8,400.00	\$0.00	<b>\$8,400.00</b>
FTA (FHWA SC SEC 5303)	\$0.00	\$2,000.00	<b>\$2,000.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$500.00	<b>\$500.00</b>
<b>TOTALS</b>	<b>\$84,000.00</b>	<b>\$2,500.00</b>	<b>\$86,500.00</b>

### TASK 8.3 - Short-Range Transportation Planning (44.24.00)

**Purpose:** To perform tasks that are immediate and are reviewed for implementation within the next 3-5 years. LSCOG staff will undertake their required short-range transit planning activities on behalf of the Best Friend Express and its paratransit programs. APDD will prepare short-range planning activities on behalf of Augusta Transit. This includes both transit program staff preparing the necessary operations reports, periodically evaluating the level of transit service, monitoring requirements of the grant process, preparing the annual update to the Title VI assurances, and assisting in the following year's UPWP.

#### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Monitor, update, and program grant funds for buses and/or vans for ADA complementary services including the purchase or lease of new transit vehicles accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.	On-Going
2. Participate with ARTS/MPO in a review and update, if needed, of any Regional Human Services Coordination Plan	On-going or as requested by the MPO
3. Marketing of any New or Revised Service	On-Going
4. Respond to Requests for Presentations to the Public or Agencies	On-Going
5. LSCOG Attorney and Executive Director Signatures on Annual Certification & Assurances for FTA	March 2025
6. Capital Vehicle Acquisition Planning	February 2025
7. Updates to Transit Asset Management (TAM) Plan	June 2025
8. Safety and Planning Mandate Updates	July – December 2024
9. Review the Planning Studies for Possible Implementation of Previous Recommendations	On-Going
10. Submit transit system performance data reported to NTD.	October 2024
11. Annual NTD Report and Validation Response	January – February 2025

#### Product(s):

1. Annual Certifications and Assurances
2. TAM Plan Updates
3. Transit section of UPWP Completed
4. Continued Implementation of the Public Transit Agency Safety Plan (PTASP)
5. Annual NTD Report

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Responsible Agency:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (SEC 5303)	\$51,200.00	\$0.00	<b>\$51,200.00</b>
GA DOT (SEC 5303 Match)	\$6,400.00	\$0.00	<b>\$6,400.00</b>
APDD (GA PL Match)	\$6,400.00	\$0.00	<b>\$6,400.00</b>
FTA (SEC 5303)	\$0.00	\$15,960.00	<b>\$15,960.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$3,990.00	<b>\$3,990.00</b>
<b>TOTAL</b>	<b>\$64,000.00</b>	<b>\$19,950.00</b>	<b>\$83,950.00</b>

## TASK 8.4 - Transportation Improvement Program (44.25.00)

**Purpose:** LSCOG will participate with the ARTS MPO in the completion of the TIP and its updates; coordinate with the MPO for the split allocation letters for Section 5307 funding; assist with the additional programming of FTA Section 5339 and 5310.

### Previous Work

1. Continued assessment of the financial capability of AT and secure other possible funding sources to implement recommendations from the COA.

### FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Prepare and submit to the ARTS MPO the annual updates to the TIP.	As Needed
2. Review SC STIP and follow up with APDD to make sure LSCOG programming has made it to SCDOT. Programming may include but is not limited to sections 5307, 5339, and 5310.	November 2025
3. Update the text in the TIP regarding the Program of Projects and Financial Plan for the BFE transit system.	On-going

### Product(s):

1. Completed TIP document reviewed and adopted by the ARTS Committees.
2. SCDOT STIP reflecting accurate programming information for Aiken County Transit.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Responsible Agency:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (FHWA GA SEC 5303)	\$26,400.00	\$0.00	<b>\$26,400.00</b>
GA DOT (SEC 5303 Match)	\$3,300.00	\$0.00	<b>\$3,300.00</b>
APDD (SEC 5303 Match)	\$3,300.00	\$0.00	<b>\$3,300.00</b>
FTA (FHWA SC SEC 5303)	\$0.00	\$4,000.00	<b>\$4,000.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$1,000.00	<b>\$1,000.00</b>
<b>TOTAL</b>	<b>\$33,000.00</b>	<b>\$5,000.00</b>	<b>\$38,000.00</b>

Figure 4 - FTA Section 5303 Budget Activity Line Item

UPWP FY 2025 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		APDD			
		FTA SEC 5303	GA DOT Match	APDD Match	Total GA SEC 5303
8.1	Program Support and Administration (44.21.00)	\$50,196.00	\$6,274.50	\$6,274.50	\$62,745.00
8.2	Long-Range Transportation Planning (44.23.01)	\$67,200.00	\$8,400.00	\$8,400.00	\$84,000.00
8.3	Short-Range Transportation Planning (44.24.00)	\$51,200.00	\$6,400.00	\$6,400.00	\$64,000.00
8.4	Transportation Improvement Program (44.25.00)	\$26,400.00	\$3,300.00	\$3,300.00	\$33,000.00
<b>Total</b>		<b>\$194,996.00</b>	<b>\$24,374.50</b>	<b>\$24,374.50</b>	<b>\$243,745.00</b>

UPWP FY 2025 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		LSCOG		
		FTA SEC 5303	LSCOG Match	Total SC SEC 5303
8.1	Program Support and Administration (44.21.00)	\$26,040.00	\$6,510.00	\$32,550.00
8.2	Long-Range Transportation Planning (44.23.01)	\$2,000.00	\$500.00	\$2,500.00
8.3	Short-Range Transportation Planning (44.24.00)	\$15,960.00	\$3,990.00	\$19,950.00
8.4	Transportation Improvement Program (44.25.00)	\$4,000.00	\$1,000.00	\$5,000.00
<b>Total</b>		<b>\$48,000.00</b>	<b>\$12,000.00</b>	<b>\$60,000.00</b>



**Meeting Name: Public Services**

Meeting Date: November 28, 2023

Item Name: Sec. 5339 FY2022 FTA Grant Application

**Department:** Augusta Transit

**Presenter:** Sharon Dottery

**Caption:** A motion to approve the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.

**Background:** Augusta Transit (AT) has been apportioned \$218,035 to purchase the following capital items, Acquire Mobile Surveillance/Security Equipment, and Miscellaneous Equipment, and Acquisition Support Vehicle.

**Analysis:** The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.

**Financial Impact:** The funding for this application is 80% Federal \$218,035 and 20% Local \$54,509. The allocated funding breakdown is:

<u>Funding Source</u>	<u>Total</u>	<u>Split</u>	<u>Federal</u>	<u>Local</u>
FTA Grant GA-2016-2023-7	\$272,544	80/20	\$218,035	\$54,509

**Alternatives:** 1). Approve the awarded grant so that projects for Augusta Transit can move forward.  
2). If you do not approve this grant, APT will lose the money.

**Recommendation:** Approve the submission of this grant application.

**Funds are available in the following accounts:** Fund 547 in 2024 budget.

**REVIEWED** N/A

**AND**

**APPROVED BY:**

## AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title	547091233
PR000458	TRANSIT	FY2022 5339 CAPTIAL GRANT	

REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING: ACQUIRE MOBILE SRUV/SECURITY EQUIP, MISCELLANEOUS EQUIPMENT, ACQUISITION SUPPORT VEHICLE, Local match 20% on Capital project: \$54,509.00 EEO required (Y/N): No. EEO Department Notified: No.

Start Date: 01/01/2024	End Date: 03/30/2030	
Submit Date: 09/19/2023	Department: 091	Transit Cash Match? Y
Total Budgeted Amount: 272,544.00	Total Funding Agency: 218,035.00	Total Cash Match: 54,509.00

Sponsor: GM0005      Fed Transit Adm  
 Sponsor Type: F      Federal  
 Purpose: 20      Public Transit

Flow Thru ID:

Type	ID	Name	Contacts	Phone
1	GMI015	Dottery, Sharon		(706)821-1818

Type	By	Date	Approvals
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Dept. Signature: Sharon Dottery  
 Grant Coordinator Signature: W 9/19/2023

- 1.) I have reviewed the Grant application and enclosed materials and:  
☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Deputy [Signature]  
 Finance Director

9/20/2023  
 Date

- 2.) I have reviewed the Grant application and enclosed materials and:  
☒ Approve the Department Agency to move forward with the application

☐ Deny the request

[Signature]  
 Administrator

9/21/23  
 Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

## Application

<b>Federal Award Identification Number (FAIN)</b>	2016-2023-7
<b>Temporary Application Number</b>	2016-2023-7
<b>Award Name</b>	FY2022 5339 Bus and Bus Facilities Formula Capital Grant
<b>Application Status</b>	Transmitted / Ready for FTA Review
<b>Application Budget Number</b>	0

<b>Period of Performance Start Date</b>	N/A
<b>Original Period of Performance End Date</b>	3/30/2028
<b>Current Period of Performance End Date</b>	N/A      Revision #: N/A

## Part 1: Recipient Information

**Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT**

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 TELFAIR ST	AUGUSTA	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

## Union Information

<b>Union Name</b>	NONE
Address 1	
Address 2	

City  
 State  
 Zipcode  
 Contact Name NONE  
 Telephone  
 Fax  
 E-mail  
 Website

## Part 2: Application Information

### Title: FY2022 5339 Bus and Bus Facilities Formula Capital Grant

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-7	Transmitted / Ready for FTA Review	Grant	Region 4	9/15/2023	9/15/2023	No

#### Application Executive Summary

This FY2021 application is to request 5339 funds apportioned to the UZA(s) 130000 and 13950 in the amount of \$218,035, Nonfederal share is \$54,509 from Local funds. This application utilizes funding for capital expenses, i.e. The application scope of work includes purchasing support vehicles, miscellaneous shop equipment and security equipment.

Augusta Transit will ensure that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.

Augusta Transit will check the current listing of Transit Vehicle Manufacturers (TVM) (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>) to ensure each is listed as a certified TVM in compliance with FTA regulations.

Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

#### Frequency of Milestone Progress Reports (MPR)

No Selection Made

#### Frequency of Federal Financial Reports (FFR)

No Selection Made

#### Does this application include funds for research and/or development activities?

This award does not include research and development activities.

#### Pre-Award Authority

This award is using Pre-Award Authority.

#### Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**

No Selection Made

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

## Award Description

**Purpose**

The purpose of this grant is to support Transits efforts in improving the ridership experience by changing,checking, and maintaining tires on the buses.

**Activities to be performed:**

Funds will be used to purchase/acquire new equipment for security Transfer Point, miscellaneous shop equipment and acquisition for support vehicle replacement for vehicles that have met their useful life.

**Expected outcomes:**

These improvements to the vehicles, security safety, and shop equipment that will improve maintenance and will improve transits ridership experience by making them feel safe, and comfortable with their transportation.

**Intended beneficiaries:**

Transit ridership and future transit riders and maintenance shop.

**Subrecipient Activities:**

N/A

## Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818
	gabrielle.gusmerotti@dot.gov	General Engineer		
	nicole.t.finley@dot.gov	Community Planner		

## Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$218,035
Local			\$54,509
Local/In-Kind			\$0

State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
<b>Total Eligible Cost</b>	<b>\$272,544</b>

## Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-7-P1	113-00 (113-) BUS - STATION/STOPS/TERMINALS	\$50,000.00	\$12,500.00	\$62,500.00	3
2016-2023-7-P1	11.32.07 ACQUIRE - SURVEIL/ SECURITY EQUIP	\$50,000.00	\$12,500.00	\$62,500.00	3
2016-2023-7-P1	114-00 (114-) BUS: SUPPORT EQUIP AND FACILITIES	\$168,035.00	\$42,009.00	\$210,044.00	2
2016-2023-7-P1	11.42.11 ACQUIRE - SUPPORT VEHICLES	\$62,500.00	\$15,625.00	\$78,125.00	2
2016-2023-7-P1	11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	\$105,535.00	\$26,384.00	\$131,919.00	0

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

## Part 3: Project Information

### Project Title: FY2022 5339 Bus and Bus Facilities Formula Capital Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-7-P1	2016-2023-7-P1	9/15/2023	1/1/2024	12/31/2025

### Project Description

This project contains three (3)ALI to aid and assist Augusta Transit in its operations. The funds will be used for purchasing support vehicles, miscellaneous shop equipment and security equipment. New

vehicles will replace vehicles that have met their useful life.

### Project Benefits

These improvements to vehicle safety will improve transit's ridership experience by making them feel safe, and comfortable with their transportation.

### Additional Information

Augusta Transit strives to enhance its image in the community and provide safe, efficient, and reliable transportation service. By working to improve the correlation between service levels and current demand, service should increase.

### Location Description

Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A & B) designed for all buses maintenance services, operations, and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room, training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay. Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces, 4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

## Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

## Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

## Program Plan Information

### STIP/TIP

Date: 5/18/2023

Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

### UPWP

Date: N/A

Description: N/A

### Long Range Plan

Date: N/A

Description: N/A

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$218,035
Local			\$54,509
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$272,544</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016- 2023-7- P1	113-00 BUS - STATION/STOPS/TERMINALS (113-)	\$50,000.00	\$12,500.00	\$62,500.00	3
2016- 2023-7- P1	11.32.07 ACQUIRE - SURVEIL/ SECURITY EQUIP	\$50,000.00	\$12,500.00	\$62,500.00	3
2016- 2023-7- P1	114-00 BUS: SUPPORT EQUIP AND FACILITIES (114-)	\$168,035.00	\$42,009.00	\$210,044.00	2
2016- 2023-7- P1	11.42.11 ACQUIRE - SUPPORT VEHICLES	\$62,500.00	\$15,625.00	\$78,125.00	2
2016- 2023-7- P1	11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	\$105,535.00	\$26,384.00	\$131,919.00	0

## Project Budget Activity Line Items

### Budget Activity Line Item: 11.42.11 - ACQUIRE - SUPPORT VEHICLES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
-------------------	-------------	----------------	----------	----------

BUS: SUPPORT EQUIP AND FACILITIES (114-00) 11.42.11 ACQUIRE - SUPPORT VEHICLES ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES 2

**Extended Budget Description**

The vehicles will be owned by Augusta Transit. They will be operated and maintained by Transit's Contractor RATP Dev as a part of their contract. All vehicles will be ADA accessible.

Extended Budget Description: Purchase two (2) support vehicles to replace vehicles that have met their useful life. The new vehicles will have a useful life of at least five (5) years, or an accumulation of at least 150,000 miles. The new vehicles will be utilized in the Maintenance Division.

Vehicle # Make Model Year Mileage Tag# VIN# Useful Life

100 Ford 96 F-150 1996 118,888 GV32427 1FTEF15N0TLB81165 End of Life

5010 Ford Ranger 2006 240,572 GV32054 1FTYR10D16PA30349 End of Life

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$62,500
Local			\$15,625
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$78,125</b>

Milestone Name	Est. Completion Date	Description
RFP/ITB	1/1/2024	RFP/ITB preparation.
Start Date	3/30/2024	Contract awarded.
End Date	12/30/2025	Vehicles delivered, inspected, and finalized. Project closeout.

**Budget Activity Line Item: 11.42.20 - ACQUIRE - MISC SUPPORT EQUIPMENT**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

**Extended Budget Description**

Acquire various equipment for the Administration/Bus Maintenance Facility. the agency Augusta Transit does not anticipate the purchase of items over \$5000 in value at this time. Any items with value over \$5000 identified during the execution of the activities under this ALI will be included via budget revision (actual value and useful life).

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$105,535
Local			\$26,384
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$131,919</b>

Milestone Name	Est. Completion Date	Description
RFP/ITB	1/1/2024	RFP/ITB preparation.
Start Date	4/30/2024	Bid awarded.
End Date	12/31/2025	Project closeout.

**Budget Activity Line Item: 11.32.07 - ACQUIRE - SURVEIL/SECURITY EQUIP**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/SECURITY EQUIP	ACQUISITION - BUS STATIONS/TERMINALS	3

**Extended Budget Description**

Purchase cameras and other security related items to be used in the Transit facilities, and main transfer point. The useful life is at least 10 years.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$50,000
Local			\$12,500
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$62,500</b>

Milestone Name	Est. Completion Date	Description
----------------	----------------------	-------------

RFP/ITB	1/1/2024	RFP/ITB preparation.
Start Date	4/30/2024	Begin purchasing equipment.
End Date	12/31/2025	Project closeout.

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

#### Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	3	\$50,000.00	\$62,500.00

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

#### Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date

Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$105,535.00	\$131,919.00

**Finding: Class II(c) - Categorical Exclusions (C-List)****Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	2	\$62,500.00	\$78,125.00

**Part 4: Fleet Details**

No fleet data exists for this application.

**Part 5: FTA Review Comments**

There are no review comments to display at this time.



**Meeting Name: Public Services**

Meeting Date: November 28, 2023

Item Name: Sec. 5339 FY2023 FTA Grant Application

**Department:** Augusta Transit

**Presenter:** Sharon Dottery

**Caption:** A motion to approve the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.

**Background:** Augusta Transit (AT) has been apportioned \$224,821 to purchase the following capital items, Acquisition Support Vehicles.

**Analysis:** The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.

**Financial Impact:** The funding for this application is 80% Federal \$224,821 and 20% Local \$56,203. The allocated funding breakdown is:

<u>Funding Source</u>	<u>Total</u>	<u>Split</u>	<u>Federal</u>	<u>Local</u>
FTA Grant GA-2016-2023-8	\$281,024	80/20	\$224,821	\$56,203

**Alternatives:** 1). Approve the awarded grant so that projects for Augusta Transit can move forward.  
2). If you do not approve this grant, APT will lose the money.

**Recommendation:** Approve the submission of this grant application. This grant will be budgeted in FY2025.

**Funds are available in the following accounts:**

**REVIEWED** N/A  
**AND**  
**APPROVED BY:**

# AUGUSTA, GEORGIA

## New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

**Proposal Project No. Project Title**

PR000469 TRANSIT FY2023 5339 CAPITAL GRANT  
REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING:  
ACQUISITION SUPPORT VEHICLES. LOCAL MATCH 20% ON CAPITAL PROJECTS: \$56,203.00. TOTAL GRANT \$224,821.  
EEO REQUIRED NO. EEO DEPARTMENT NOTIFIED: NO.

**Start Date:** 01/01/2025

**End Date:** 12/31/2028

**Submit Date:** 10/31/2023

**Department:** 091

Transit

**Cash Match?**

Y

**Total Budgeted Amount:** 281,024.00

**Total Funding Agency:**

224,821.00

**Total Cash Match:** 56,203.00

**Sponsor:** GM0005

Fed Transit Adm

**Sponsor Type:** F

Federal

**Purpose:** 20

Public Transit

**Flow Thru ID:**

Type	ID	Name	Contacts	Phone
1	GMI015	Dottery, Sharon		(706)821-1818

Type	By	Date	Approvals
FA	S. DOTTERY	10/31/2023	

**Dept. Signature:**

**Grant Coordinator Signature:**

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

## Application

<b>Federal Award Identification Number (FAIN)</b>	2016-2023-8
<b>Temporary Application Number</b>	2016-2023-8
<b>Award Name</b>	FY2023 5339 Bus and Bus Facilities Formula Capital Grant
<b>Application Status</b>	Transmitted / Ready for FTA Review
<b>Application Budget Number</b>	0

<b>Period of Performance Start Date</b>	N/A
<b>Original Period of Performance End Date</b>	3/30/2028
<b>Current Period of Performance End Date</b>	N/A    Revision #: N/A

## Part 1: Recipient Information

**Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT**

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 TELFAIR ST	AUGUSTA	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

## Union Information

<b>Union Name</b>	NONE
Address 1	
Address 2	

City  
 State  
 Zipcode  
 Contact Name NONE  
 Telephone  
 Fax  
 E-mail  
 Website

## Part 2: Application Information

### Title: FY2023 5339 Bus and Bus Facilities Formula Capital Grant

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-8	Transmitted / Ready for FTA Review	Grant	Region 4	9/15/2023	9/15/2023	No

#### Application Executive Summary

This FY2023 application is to request 5339 funds apportioned to the UZA(s) 130000 and 13950 in the amount of \$224,812, Nonfederal share is 56,203 from Local funds. This application utilizes funding for capital expenses, i.e., support vehicles. The application scope of work includes support vehicles to assist staff in the Maintenance Division and Office Staff.

Augusta Transit will ensure that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed. Augusta Transit will check the current listing of Transit Vehicle Manufacturers (TVM) (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>) to ensure each is listed as a certified TVM in compliance with FTA regulations. Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance). Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list. In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

#### Frequency of Milestone Progress Reports (MPR)

No Selection Made

#### Frequency of Federal Financial Reports (FFR)

No Selection Made

#### Does this application include funds for research and/or development activities?

This award does not include research and development activities.

#### Pre-Award Authority

This award is using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**

No Selection Made

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

## Award Description

**Purpose**

The purpose of this grant for support vehicles is to support administrative staff, maintenance staff and supervisors with reliable transportation to perform their duties addressing issues that occur along the bus routes. Traveling between facilities, checking bus stops, and for educational travel when necessary.

**Activities to be performed:**

Funds will be used to purchase new replacement Support Vehicles to check facilities, check and maintain bus stops, and travel. One vehicle will not be a replacement.

**Expected outcomes:**

These improvements will help transits efficiency in taking care of the facilities and amenities, while also maintaining staff education.

**Intended beneficiaries:**

Transit staff, and Transit ridership and future transit riders.

**Subrecipient Activities:**

N/A.

## Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818
	gabrielle.gusmerotti@dot.gov	General Engineer		
	nicole.t.finley@dot.gov	Community Planner		

## Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$224,821
Local			\$56,203

Local/In-Kind	\$0
State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
<b>Total Eligible Cost</b>	<b>\$281,024</b>

## Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-8-P1	114-00 BUS: SUPPORT EQUIP AND FACILITIES (114-)	\$224,821.00	\$56,203.00	\$281,024.00	4
2016-2023-8-P1	11.42.11 ACQUIRE - SUPPORT VEHICLES	\$224,821.00	\$56,203.00	\$281,024.00	4

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

## Part 3: Project Information

### Project Title: FY2023 5339 Bus and Bus Facilities Formula Capital Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-8-P1	2016-2023-8-P1	9/15/2023	1/1/2024	12/31/2025

#### Project Description

This project contains one (1)ALI to aid and assist Augusta Transit in its operations. The funds will be used for purchase of support vehicles.

#### Project Benefits

These improvements to replace end of life vehicles for the staff, maintenance and supervisors will improve transit's efficiency and safety while responding to situations along the routes and the education of the staff.

#### Additional Information

Augusta Transit strives to enhance its image in the community and provide safe, efficient, and reliable transportation service. By working to improve the correlation between service levels and current demand, service should increase.

#### Location Description

Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A & B) designed for all buses maintenance services, operations, and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room, training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay. Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces, 4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

## Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

## Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

## Program Plan Information

### STIP/TIP

Date: 5/18/2023

Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

### UPWP

Date: N/A

Description: N/A

### Long Range Plan

Date: N/A

Description: N/A

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$224,821
Local			\$56,203
Local/In-Kind			\$0
State			\$0

State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
<b>Total Eligible Cost</b>	<b>\$281,024</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-8-P1	114-00 BUS: SUPPORT EQUIP AND FACILITIES (114-)	\$224,821.00	\$56,203.00	\$281,024.00	4
2016-2023-8-P1	11.42.11 ACQUIRE - SUPPORT VEHICLES	\$224,821.00	\$56,203.00	\$281,024.00	4

## Project Budget Activity Line Items

### Budget Activity Line Item: 11.42.11 - ACQUIRE - SUPPORT VEHICLES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	4

### Extended Budget Description

This line activity will be used to purchase replacement support vehicles that have met their useful life. Useful life for the new vehicles is at least 5 years. One vehicle will not be a replacement.

Vehicle # Make Model Year Mileage Tag# VIN# Useful Life

2000 Ford Crown Victoria 2000 129,573 GV32393 2FAFP71W9YX119069 End of Life

1004 Chev Express Van 2010 245,507 GV32377 1GNUGBD43A1176095 End of Life

1005 Ford Expedition 2011 163,533 GV32387 1FMJU1F56BEF04541 End of Life

### Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$224,821
Local			\$56,203
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Adjustment	\$0
<b>Total Eligible Cost</b>	<b>\$281,024</b>

Milestone Name	Est. Completion Date	Description
RFP/ITB	1/1/2024	Preparation of documents for review.
Start Date	3/30/2024	Contract awarded.
End Date	12/31/2025	All vehicles received,inspected. Project closeout.

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

#### Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	4	\$224,821.00	\$281,024.00

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

There are no review comments to display at this time.

**Meeting Name: Public Services**

Meeting Date: November 28, 2023

Item Name: Sec. 5307 FY2023 FTA Grant Application

**Department:** Augusta Transit**Presenter:** Sharon Dottery**Caption:** A motion to approve the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.**Background:** Augusta Transit (AT) has been apportioned \$2,981,201 for capital and operations cost. The following capital items to be purchased; Expansion Capital Vans, and Acquisition Mobile Surv/Security Equipment, Acquisition Signal & Communication equipment/software. Up to 50% Federal Share Operations.**Analysis:** The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.**Financial Impact:** The funding for this application is 80% Federal and 20% Local Capital and 50% Federal and 50% Local Operations. The allocated funding breakdown is:

<u>Funding Source</u>	<u>Total</u>	<u>Split</u>	<u>Federal</u>	<u>Local</u>
FTA Grant GA-2016-2023-6 - Capital	\$ <b>731,183</b>	80/20	\$ 584,946	\$ 146,237
FTA Grant GA-2016-2023-6 – Operations	<b>\$4,792,510</b>	50/50	\$2,396,255	\$2,396,255
<b>Total Grant</b>	<b>\$5,523,693</b>			

**Alternatives:** 1). Approve the awarded grant so that projects for Augusta Transit can move forward.  
2). If you do not approve this grant, AT will lose the money.**Recommendation:** Approve the submission of this grant application. The grant will be budgeted in FY2025.**Funds are available in the following accounts:****REVIEWED** N/A**AND**  
**APPROVED BY:**

## AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

### Proposal Project No. Project Title

PR000468 TRANSIT FY2023 5307 CAPITAL/OPERATIONS GRANT  
REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING: BUY EXPANSION CAPITAL, ACQUIRE MOBILE SURV/SECURITY EQUIPMENT, ACQUISITION SIGNAL & COMMUNICAITON AND OPERATIONS. LOCAL MATCH 20% ON CAPITAL PROJECTS: \$146,237.00 LOCAL MATCH 50% ON OPERATIONS: \$2,396,255 FOR A TOTAL GRANT \$5,523,693 EEO required (Y/N): NO. EEO Department Notified: NO

Start Date: 01/01/2025

End Date: 12/31/2028

Submit Date: 10/31/2023

Department: 091

Transit

Cash Match?

Y

Total Budgeted Amount: 5,523,693.00

Total Funding Agency:

2,981,201.00

Total Cash Match: 2,542,492.00

Sponsor: GM0005

Fed Transit Adm

Sponsor Type: F

Federal

Purpose: 20

Public Transit

Flow Thru ID:

### Contacts

Type	ID	Name	Phone
I	GMI015	Dottery, Sharon	(706)821-1818

### Approvals

Type	By	Date
FA	S. DOTTERY	10/31/2023

Dept. Signature:

Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Wonnabe Williams  
Finance Director

11-1-2023  
Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

[Signature]  
Administrator

11/6/23  
Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

## Application

<b>Federal Award Identification Number (FAIN)</b>	2016-2023-6
<b>Temporary Application Number</b>	2016-2023-6
<b>Award Name</b>	FFY2023 5307 Capital/Operating Assistance Grant
<b>Application Status</b>	Transmitted / Ready for FTA Review
<b>Application Budget Number</b>	0

<b>Period of Performance Start Date</b>	N/A
<b>Original Period of Performance End Date</b>	3/30/2027
<b>Current Period of Performance End Date</b>	N/A Revision #: N/A

### Part 1: Recipient Information

**Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT**

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 TELFAIR ST	AUGUSTA	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

### Union Information

<b>Union Name</b>	NONE
Address 1	
Address 2	
City	
State	
Zipcode	

Contact Name NONE

Telephone

Fax

E-mail

Website

## Part 2: Application Information

### Title: FFY2023 5307 Capital/Operating Assistance Grant

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-6	Transmitted / Ready for FTA Review	Grant	Region 4	9/15/2023	9/15/2023	No

#### Application Executive Summary

This FY2023 application is to request 5307 funds apportioned to the UZA(s)130000 and 13950 in the amount of \$2,981,201, Nonfederal share is \$584,946 from Local funds. Augusta Transit is requesting to use \$2,396,255 for operating expenses with a 50% Local match of \$2,396,295. This application utilizes funding for Expansion vehicles, security, signal communication and operational expenses.

Augusta Transit will ensure that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.

Augusta Transit will check the current listing of Transit Vehicle Manufacturers (TVM) (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>) to ensure each is listed as a certified TVM in compliance with FTA regulations.

Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

#### Frequency of Milestone Progress Reports (MPR)

No Selection Made

#### Frequency of Federal Financial Reports (FFR)

No Selection Made

#### Does this application include funds for research and/or development activities?

This award does not include research and development activities.

#### Pre-Award Authority

This award is using Pre-Award Authority.

#### Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

#### Will this Grant be using Lapsing Funds?

No Selection Made

#### Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

*Indirect Rate Details:* N/A

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

## Award Description

**Purpose**

The purpose of this grant is to support Transits efforts in improving the ridership experience by expansion vehicles for Microtransit services, security equipment, signal prioritization equipment for the buses.

**Activities to be performed:**

Funds will be used to purchase/acquire new equipment, for the signal prioritization, security for the Transfer Facility and vans for a Microtransit service.

**Expected outcomes:**

These improvements with additional vehicles for service, security, and the signal prioritization will improve transits ridership experience by making them feel safe, comfortable with their transportation and the signal prioritization will assist in the on-time performance of the buses.

**Intended beneficiaries:**

Transit ridership and future transit riders.

**Subrecipient Activities:**

N/A

## Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818

## Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,981,201
Local			\$2,542,492
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$5,523,693</b>

## Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-6-P1	111-00 BUS - ROLLING STOCK (111-)	\$400,000.00	\$100,000.00	\$500,000.00	5
2016-2023-6-P1	11.13.15 BUY VAN FOR SVC EXPANSION	\$400,000.00	\$100,000.00	\$500,000.00	5
2016-2023-6-P1	113-00 BUS - STATION/STOPS/TERMINALS (113-)	\$50,000.00	\$12,500.00	\$62,500.00	3
2016-2023-6-P1	11.32.07 ACQUIRE - SURVEIL/ SECURITY EQUIP	\$50,000.00	\$12,500.00	\$62,500.00	3
2016-2023-6-P1	116-00 SIGNAL & COMM EQUIPMENT (BUS) (116-)	\$134,946.00	\$33,737.00	\$168,683.00	9
2016-2023-6-P1	11.62.01 PURCHASE CONTROL/ SIGNAL EQUIP	\$134,946.00	\$33,737.00	\$168,683.00	9
2016-2023-6-P1	300-00 OPERATING ASSISTANCE (300-)	\$2,396,255.00	\$2,396,255.00	\$4,792,510.00	0
2016-2023-6-P1	30.09.01 UP TO 50% FEDERAL SHARE	\$2,396,255.00	\$2,396,255.00	\$4,792,510.00	0

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

## Part 3: Project Information

### Project Title: FY2023 5307 Capital/Operating Assistance Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-6-P1	2016-2023-6-P1	9/15/2023	10/30/2023	7/31/2026

### Project Description

This project contains four (4)ALIs to aid and assist Augusta Transit in its operations. The funds will be used for capital purchases and expenses such as surveillance and security, signal prioritization, additional vehicles for Microtransit service and assisting with operational expenses. All purchases will be separate contracts.

### Project Benefits

These improvements to the security, signal prioritization and vehicles for the Microtransit service will improve transit's ridership experience by making them feel safe, comfortable with their transportation.

### Additional Information

Augusta Transit strives to enhance its image in the community and provide safe, efficient, and reliable transportation service. By working to improve the correlation between service levels and current demand, service should increase.

#### Location Description

Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A & B) designed for all buses maintenance services, operations, and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room, training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay. Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces, 4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

### Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

### Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

### Program Plan Information

#### STIP/TIP

Date: 5/18/2023

Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

#### UPWP

Date: N/A

Description: N/A

#### Long Range Plan

Date: N/A

Description: N/A

### Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,981,201
Local			\$2,542,492

Local/In-Kind	\$0
State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
<b>Total Eligible Cost</b>	<b>\$5,523,693</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-111- 2023-6-00 P1	BUS - ROLLING STOCK (111-)	\$400,000.00	\$100,000.00	\$500,000.00	5
2016- 2023-6- P1	11.13.15 BUY VAN FOR SVC EXPANSION	\$400,000.00	\$100,000.00	\$500,000.00	5
2016-113- 2023-6-00 P1	BUS - STATION/STOPS/TERMINALS (113-)	\$50,000.00	\$12,500.00	\$62,500.00	3
2016- 2023-6- P1	11.32.07 ACQUIRE - SURVEIL/ SECURITY EQUIP	\$50,000.00	\$12,500.00	\$62,500.00	3
2016-116- 2023-6-00 P1	SIGNAL & COMM EQUIPMENT (BUS) (116-)	\$134,946.00	\$33,737.00	\$168,683.00	9
2016- 2023-6- P1	11.62.01 PURCHASE CONTROL/ SIGNAL EQUIP	\$134,946.00	\$33,737.00	\$168,683.00	9
2016-300- 2023-6-00 P1	OPERATING ASSISTANCE (300-)	\$2,396,255.00	\$2,396,255.00	\$4,792,510.00	0
2016- 2023-6- P1	30.09.01 UP TO 50% FEDERAL SHARE	\$2,396,255.00	\$2,396,255.00	\$4,792,510.00	0

## Project Budget Activity Line Items

### Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

### Extended Budget Description

This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2024 -December 30, 2024.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,396,255
Local			\$2,396,255
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$4,792,510</b>

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2024 -December 30, 2024.
End Date	12/31/2024	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2024 -December 30,2024.

**Budget Activity Line Item: 11.62.01 - PURCHASE CONTROL/SIGNAL EQUIP**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
SIGNAL & COMM EQUIPMENT (BUS) (116-00)	11.62.01	PURCHASE CONTROL/SIGNAL EQUIP	AQUISITION	9

**Extended Budget Description**

This is to allow Transit to purchase preemption equipment to assist with on-time performance of the buses. The useful life is at least 10 years.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$134,946
Local			\$33,737
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0

Adjustment	\$0
<b>Total Eligible Cost</b>	<b>\$168,683</b>

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	Project preparation.
End Date	12/31/2025	Final expenditures.
Contract Completion	7/31/2026	Project closeout.

**Budget Activity Line Item: 11.32.07 - ACQUIRE - SURVEIL/SECURITY EQUIP**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/SECURITY EQUIP	ACQUISITION - BUS STATIONS/TERMINALS	3

**Extended Budget Description**

Purchase cameras and other security related items to be used in the Transit facilities, and main transfer point. The useful life is at least 10 years.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$50,000
Local			\$12,500
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$62,500</b>

Milestone Name	Est. Completion Date	Description
RFP/ITB	1/1/2024	RFP/ITB preparation.
Start Date	4/30/2024	Begin purchasing equipment.
End Date	12/31/2025	Project closeout.

**Budget Activity Line Item: 11.13.15 - BUY VAN FOR SVC EXPANSION**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.13.15	BUY VAN FOR SVC EXPANSION	BUY EXPANSION - CAPITAL BUS	5

**Extended Budget Description**

Purchase five (5) vans for the operation of a Microtransit service to provide an additional service to the Augusta-Richmond County Citizens. ADA van to replace van 1607 that has met its useful life. The new van will have a useful life of at least four (4) years or an accumulation of at least 100,000 miles. The vehicles will be owned by Augusta Transit. They will be operated and maintained by Transit's Contractor RATP Dev as a part of their contract. All vehicles will be ADA accessible.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	25'

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$400,000
Local			\$100,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$500,000</b>

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	10/30/2023	RFP/IFB submission.
Contract Award Date	1/1/2024	Purchase from State Contract.
Initial Delivery Date	7/1/2024	Initial expenditure.
Final Delivery Date	8/18/2024	Final vehicle delivery and inspection.
Contract Completion Date	12/31/2024	Final expenditures, contract complete.

**Project Environmental Findings****Finding: Class II(c) - Categorical Exclusions (C-List)****Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.13.15	BUY VAN FOR SVC EXPANSION	5	\$400,000.00	\$500,000.00

**Finding: Class II(c) - Categorical Exclusions (C-List)**
**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	3	\$50,000.00	\$62,500.00

**Finding: Class II(c) - Categorical Exclusions (C-List)**
**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	



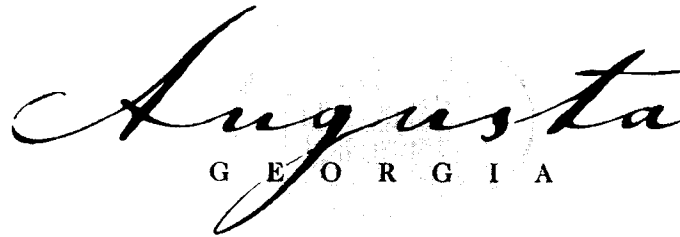
## Public Services Committee

November 28, 2023

### Minutes

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to approve the minutes of the Public Services Committee held on November 14, 2023.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## PUBLIC SERVICES COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, November 14, 2023

1:00 PM

### PUBLIC SERVICES

#### PRESENT

Mayor Garnett Johnson

Commissioner Sean Frantom

Commissioner Bobby Williams

Commissioner Stacy Pulliam

Commissioner Wayne Guilfoyle

1. **New Location: A.N. 23-12:** A request Henry Scheer for a consumption on premise **Beer & Wine License** and a retail package **Beer & Wine License** to be used in connection with Mally's Market located at 2860 Washington Rd. District 7. Super District 10.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

2. **Discussion:** A request by Planning & Development to renew the existing **Alcohol Licenses** in Augusta. There will be **Sunday Sales, Dance, Arcades, Wholesale, Alcohol Catering, and an Adult Bookstore.**

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

3. **Discussion:** Approve by resolution the designation of **Sunday February 11, 2023**, as the Sunday designated for Bars to be open for Sunday Bowl Sunday.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

4. **New Location: Massage Operator:** A request by Michael Martin for a Massage Operator's License to be used in connection with **The Athletic Standard** located at **211 Hudson Trace**. District 7. Super District 10.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

- 5. New Location: Address Change Only:** A request by Zhi Ye for a change of address for **Ye's Massage** from **3435 Wrightsboro Rd** to **1912 Walton Way**. District 1. Super District 9.

It was the consensus of the committee that this item be referred to the full Commission with no recommendation.

- 6.** Receive as information potential updates to the Alcohol Ordinance and the department is to incorporate the Commission's preferences into the draft within 45 days.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

- 7.** Motion to Approve Aviation Fuel Supplier Contract with Ascent Aviation Group, Inc. Approved by the Augusta Aviation Commission on October 26, 2023. RFP 23-246 Aviation Fuel Supply Agreement terms: (3) three-year agreement with (2) two one-year renewable options.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

- 8.** Motion to Approve the Purchase of Three (3) Golf Carts from Mr. Golf Carts in the amount of \$36,870.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-222

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

- 9.** Motion to Approve the Purchase of One (1) Baggage Tractor from Aero Specialties, Inc. in the amount of \$58,490.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-225

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

- 10.** Motion to Approve the purchase of one (1) Towbarless Aircraft Tug from JBT Lektro, Inc. for the amount of \$136,437.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-202

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

11. Motion to Approve increasing the Augusta Regional Airport 2023 budget in the amount of \$1,000,000 for October, November, and December aircraft fuel expense.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

12. A motion to approve a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

13. A motion to approve the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

14. A motion to approve the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

15. A motion to approve the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

16. Motion to approve the minutes of the Public Services Committee held on October 31, 2023.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

#### ADDENDUM ITEM

1. Motion to enter a memorandum of understanding with the Augusta Convention and Visitors Bureau, Inc. for the implementation of an outdoor urban zipline adventure center on the 5<sup>th</sup> Street Bridge along the Augusta Riverwalk. (Requested by the Administrator)

It was the consensus of the committee that this item be added to the agenda without objection.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle.

Motion carries 4-0.