

PLANNING, ARCHITECTURE, ZONING BOARD

REGULAR MEETING

October 20, 2025, 6:00 p.m.

To be held at:

Avondale Estates City Hall

21 N. Avondale Plaza

Avondale Estates, GA 30002

1. Meeting Called To Order
2. Approval Of Meeting Agenda
3. Approval Of June 16, 2025 PAZB Meeting Minutes
4. Development Of Community Interest: Avila Real Estate And Hedgewood Homes

Staff presentation

Documents:

[AVILA_HEDGEWOOD_MASTER_PLANNED_COMMUNITY_PRESENTATION_STYLED
2025-10-03 \(1\).PDF](#)

5. Preliminary Review Of Variance Application: Avila Real Estate And Hedgewood Homes

PAZB Public hearing will be on November 17, 2025

6. Review Of The Subgrant Agreement With The Atlanta Regional Commission For Livable Centers Initiative

Documents:

[LCI CONTRACT 022536 - AVONDALE ESTATES \(FINAL\).PDF](#)

7. Other Business

8. Adjournment

Avila Development, LLC and Hedgewood Homes at Avondale Estates

- Presentation to Avondale Estates, Georgia
- Board of Mayor & Commissioners
- October 8, 2025



AVILA
DEVELOPMENT





Avila | Background and History

- Atlanta-based real estate developer since 1986
- Long-term holder/operator
- Vertically-integrated: development, construction, and management



Hedgewood Homes | Background and History

- Atlanta-based builder of homes and neighborhoods since 1986
- Designed & built over 4,000 homes, planned and developed over 50 neighborhoods
- Designed and built over 500,000 square feet of office retail & restaurants in our neighborhoods

Alignment with City Goals, Transformative



Supports Avondale
Estates' goals for
housing



Walkability,
connectivity with
Stone Mountain
Trail/Path, mixed-use
design

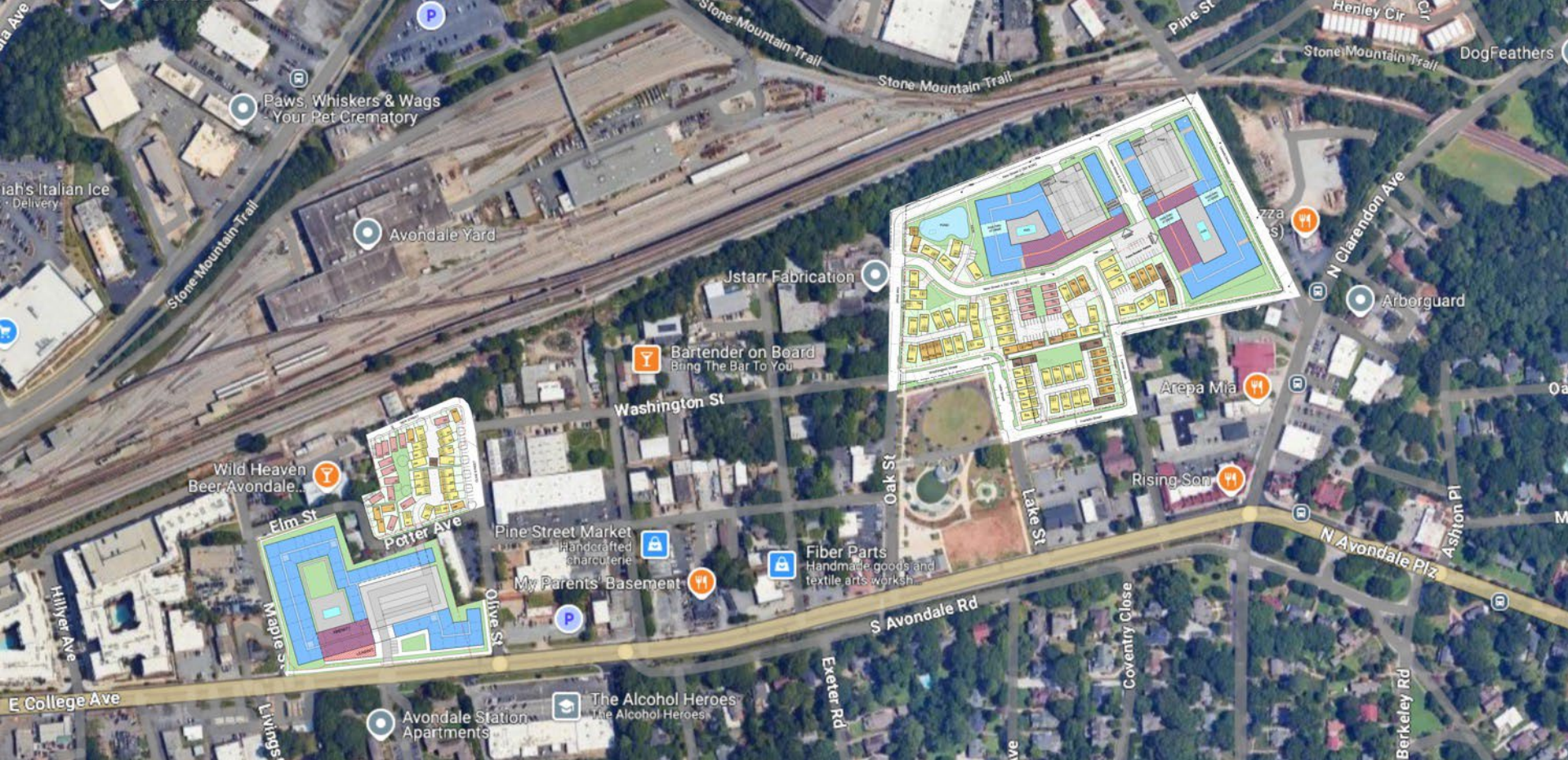


Community benefits:
green space and
infrastructure
improvements

Vision



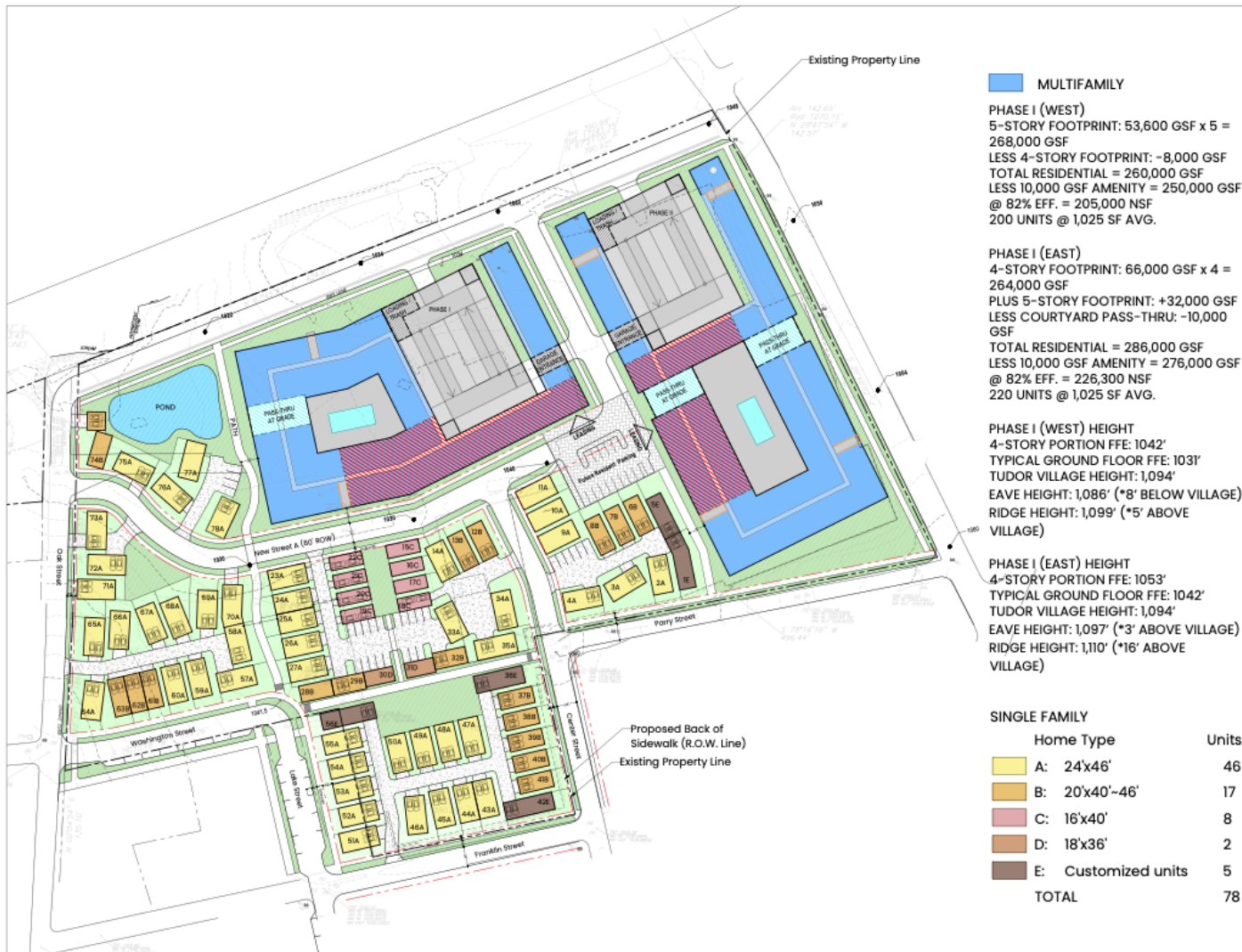
- Create a place that will look as good or better in 30 years as when first developed
- Carefully blend apartments with for-sale homes to create a vibrant community with a variety of architecture and price points
- Create a place where bikes, golf carts, and walking are the preferred modes of transportation.



- The City Park/Oak Street site will include an urban mix of apartments & homes. This community will include neighborhood & private gardens throughout. Many homes will include roof decks with City Park and Downtown views
- The College Ave/Maple Street/Acorn Street site will be a mix of urban apartments and cottage style for sale homes placed in garden settings to fit into the existing artist inspired part of Avondale Estates.
- The city street grid is enhanced with several new roads that will provide for easy access through this part of town.
- A trail system will wind through our communities connecting with the Stone Mountain Trail.

City Park / Oak Street

75 For Sale Homes | _____ Apartments



MULTIFAMILY

PHASE I (WEST)
 5-STORY FOOTPRINT: 53,600 GSF x 5 =
 268,000 GSF
 LESS 4-STORY FOOTPRINT: ~8,000 GSF
 TOTAL RESIDENTIAL = 260,000 GSF
 LESS 10,000 GSF AMENITY = 250,000 GSF
 @ 82% EFF. = 205,000 NSF
 200 UNITS @ 1,025 SF AVG.

PHASE I (EAST)
 4-STORY FOOTPRINT: 66,000 GSF x 4 =
 264,000 GSF
 PLUS 5-STORY FOOTPRINT: +32,000 GSF
 LESS COURTYARD PASS-THRU: ~10,000 GSF
 TOTAL RESIDENTIAL = 286,000 GSF
 LESS 10,000 GSF AMENITY = 276,000 GSF
 @ 82% EFF. = 226,300 NSF
 220 UNITS @ 1,025 SF AVG.

PHASE I (WEST) HEIGHT
 4-STORY PORTION FFE: 1042'
 TYPICAL GROUND FLOOR FFE: 1031'
 TUDOR VILLAGE HEIGHT: 1,094'
 EAVE HEIGHT: 1,086' (*8' BELOW VILLAGE)
 RIDGE HEIGHT: 1,099' (*5' ABOVE VILLAGE)

PHASE I (EAST) HEIGHT
 4-STORY PORTION FFE: 1053'
 TYPICAL GROUND FLOOR FFE: 1042'
 TUDOR VILLAGE HEIGHT: 1,094'
 EAVE HEIGHT: 1,097' (*3' ABOVE VILLAGE)
 RIDGE HEIGHT: 1,110' (*16' ABOVE VILLAGE)

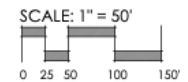
SINGLE FAMILY

Home Type	Units
A: 24'x46'	46
B: 20'x40'-46'	17
C: 16'x40'	8
D: 18'x36'	2
E: Customized units	5
TOTAL	78



Project Title
Avondale
 Site Plan

Project Developer
 Hedgewood Horizons, LLC
 2974 Hardman CT., NE
 Atlanta, GA 30305
 Phone: 770-616-8479
 Avila Development, LLC
 1010 Huntcliff,
 Suite 2315
 Atlanta, GA 30350
 Phone: 770-518-2417



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Prepared by:
 TSW
 Brock Hudgins Architects



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 Suite 850
 Atlanta, Georgia 30309
 phone: 404.873.6730
 www.tsw-design.com



530 Means St. NW
 Suite 105
 Atlanta, Georgia 30318

Drawing Date:
 May 1, 2025



Rendering





AVILA
REAL ESTATE



AVILA
REAL ESTATE



AVILA
REAL ESTATE



AVILA
REAL ESTATE

[illegible]

LESS CENTER RULES

- RESIDENT USE ONLY. GUESTS MUST BE ACCOMPANIED BY A RESIDENT.
- PERSONS RECEIVING MEDICAL TREATMENT SHOULD CONSULT WITH A PHYSICIAN BEFORE USING EQUIPMENT.
- PERSONS UNDER THE AGE OF 18 ARE NOT PERMITTED TO FLOOD OR SINK OR DROWN.
- PLEASE KEEP HANDS OFF SHOWN.
- PERSONS UNDER THE INFLUENCE OF A DRUG, DRUGS ARE PROHIBITED.
- PROPER ATTITUDE IS REQUIRED, NO ALCOHOL, SHOES AND SMOKING.
- NOTIFY MANAGEMENT OF ANY INJURY.
- REPORT MALFUNCTIONING OR ANY SAUAGES.
- PLEASE LISTEN TO THE MANAGEMENT.
- BIKES TO USE THE USE OF TRIGGERS, CLIMBERS AND TO MINUTES WITH OTHERS ARE WAITING.
- NO ANIMALS (EXCEPT ASSISTANTS).
- MANAGEMENT RESERVES THE RIGHT TO RESTRICT OR DENY THE USE OF THIS FACILITY TO ANY PERSON IN VIOLATION OF THE ABOVE POLICIES.



AVILA
REAL ESTATE







HEDGEWOOD









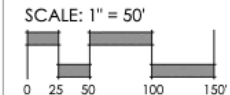
Maple Street

36 For Sale Homes | _____ Apartments



Project Title
Maple 278
Site Plan

Project Developer
HedgeWood Horizons, LLC
2974 Hardman CT., NE
Atlanta, GA 30305
Phone: 770-616-8479
Avila Development, LLC
1010 Huntcliff;
Suite 2315
Atlanta, GA 30350
Phone: 770-518-2417



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Prepared by:
TSW
Brock Hudgins Architects



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Suite 850
Atlanta, Georgia 30309
phone: 404.873.6730



Suite 105
530 Means Sr. NW
Atlanta, Georgia 30318

Drawing Date:
May 28, 2025















AVILA
REAL ESTATE



SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of the **1st day of September 2025**, by and between **CITY OF AVONDALE ESTATES, GEORGIA** (hereinafter referred to as the “Subgrantee”) and the **ATLANTA REGIONAL COMMISSION** (hereinafter referred to as “ARC”).

WITNESSETH THAT:

WHEREAS, ARC desires to engage Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the “Project”) which is to be wholly or partially financed by a grant from the United States Department of Transportation (“U.S. DOT”) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the “Concerned Funding Agencies”); and

WHEREAS, Subgrantee desires to render such services in connection with the Project.

NOW THEREFORE, for and in consideration of the promises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of Subgrantee. ARC hereby agrees to engage Subgrantee and Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment A, Scope of Services, which is attached hereto and made a part hereof.
3. Time of Performance. The effective date of this Agreement is **September 1, 2025**. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment A. All work and services required hereunder shall be completed on or before **December 31, 2027**.
4. Compensation. Subgrantee shall be compensated for the work and services to be performed under this Agreement as set forth in Attachment B, Compensation and Method of Payment, which is attached hereto and made part hereof. The total cost of the work as defined in Attachment A is **\$200,000.00**. ARC shall reimburse an amount not to exceed **\$160,000.00** for the performance of all things for or incidental to the performance of work hereunder. All costs in excess shall be paid by Subgrantee.
5. Approval of Subcontracts. None of the work or services to be performed under this Agreement by Subgrantee shall be subcontracted without the prior written approval of ARC’s Executive Director or her authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC’s Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC’s Executive Director or her authorized agent, Subgrantee shall provide ARC with such documentation as ARC’s Executive Director or her authorized agent shall require, regarding the method Subgrantee used in selecting its subcontractor. Subgrantee acknowledges that if work or services to be performed under this Agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. Subgrantee agrees to abide by such regulations in its selection procedure.

6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to Disadvantaged Business Enterprise and non-Disadvantaged Business Enterprise subcontracts.

Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this Agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this Agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of Subgrantee's compensation shall be incorporated in written amendments to this Agreement. Amendments to this Agreement may be executed on behalf of ARC only by ARC's Executive Director and Chair.
9. Insurance. Subgrantee shall have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall, at least, include workers' compensation, public officials' liability and property damage coverage.
10. Indemnification. Subgrantee shall hold harmless and indemnify ARC, its officers, directors, and employees from and against any and all liability, loss, damages, costs including reasonable attorneys' fees, or expenses which ARC may incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of Subgrantee, its employees, or any subcontractor of Subgrantee. The indemnification obligations of this Paragraph 10 shall survive the termination of this Agreement.
11. Formal Communication. Formal communications regarding this Agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports. All formal communication regarding this Agreement shall be in writing between the person executing this Agreement on behalf of Subgrantee (executor) and ARC's Executive Director. However, Subgrantee's executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this Agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this Agreement only, except for amendments and terminations.
12. Reports. Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or her authorized agent, outlining the work accomplished by Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this Agreement, Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

14. Program Fraud and False or Fraudulent Statements or Related Acts. Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Subgrantee certifies/affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subgrantee to the extent the Federal Government deems appropriate.
15. Review and Coordination. To ensure adequate assessment of Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. Subgrantee shall be given reasonable written notice of such meetings.
16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this Agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for Subgrantee under this Agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
17. Maintenance of Cost Records. Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the Agreement, and for three (3) years from the date of final payment under the Agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this Agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. Subgrantee shall include the provisions of this Paragraph 17 in any subcontract executed in connection with this Project.
18. No Obligation by the Federal Government. ARC and Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to ARC, Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
19. Status as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

20. Subgrantee's Personnel. Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve (12) month period immediately prior to the date of this Agreement, except with the express prior written consent of ARC. Further, Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this Agreement, without the express prior written approval of ARC.
21. Employees' Rate of Compensation. The rate of compensation for work performed under this Project by a staff member or employee of Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
22. Interest of Subgrantee. Subgrantee covenants that neither Subgrantee, nor anyone controlled by Subgrantee, controlling Subgrantee, or under common control with Subgrantee, nor its agents, employees or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of Subgrantee's service hereunder in an impartial and unbiased manner. Subgrantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Subgrantee as an agent, subcontractor or otherwise. If Subgrantee contemplates taking some action which may constitute a violation of this Paragraph 22, Subgrantee shall request in writing the advice of ARC, and if ARC notifies Subgrantee in writing that Subgrantee's contemplated action will not constitute a violation hereof, then Subgrantee shall be authorized to take such action without being in violation of this Paragraph 22.
23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this Agreement or the proceeds arising therefrom.
24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this Agreement or to any benefits to arise herefrom.
25. Compliance with Requirements of the Concerned Funding Agencies. Subgrantee shall be bound by the applicable terms and conditions of the grant contract between ARC and the Concerned Funding Agencies which said grant contract is on file in the offices of ARC and is hereby made a part of this Agreement as fully as if the same were attached hereto. ARC will notify Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
26. Rights in Documents, Materials and Data Produced. For purposes of this Agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to Subgrantee other than as provided in this Agreement. Subgrantee acknowledges that matters

regarding rights to inventions and materials generated by or arising out of this Agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

27. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to Subgrantee that have been obtained from various sources under specific licensing agreements. Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for Subgrantee or its sub-subgrantees to use the data or software for the work covered by this Agreement only. Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. Subgrantee or any sub-subgrantees shall not use this data or software for any work not covered by this Agreement. Subgrantee further acknowledges that upon completion of the Project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on Subgrantee's or sub-subgrantee's computer systems will be removed.
28. Publicity. Articles, papers, bulletins, presentations, reports, or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement shall not be presented to the governing authority of Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by Subgrantee within thirty (30) calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations, or disagreements regarding such material, shall accompany the material presented in such form as ARC shall specify.
29. Assurances. Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, Subgrantee gives assurance and certifies with respect to this Agreement that:
 - a. For all agreements:
 - i. It possesses legal authority to apply for this Agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application,

that the person identified as the official representative of Subgrantee is authorized to execute an agreement incorporating the terms of its application.

- ii. It understands that the phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- iii. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with such Title, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service subcontractor, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Subgrantee shall not discriminate against any qualified client or recipient of services provided through this Agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this Paragraph 29.

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, it will insure 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 Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. Subgrantee agrees that throughout the performance of this Agreement it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Agreement or any subcontract hereunder.
- xi. Subgrantee agrees to 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.

Subgrantee further agrees to include the provisions contained in the forgoing Paragraph 29 in each subcontract for services hereunder.

Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):

- i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the “American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped,” Number A117 1-1961, as modified (41 CFR 101 - 17.703). Subgrantee will be responsible for conducting inspections to ensure compliance by Subgrantee with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
- i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15).

30. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this Agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress.
- b. Debarment and Suspension. Subgrantee agrees to comply with the nonprocurement debarment and suspension rules.
- c. Drug-Free Workplace. Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in O.C.G.A. § 50-24-3, including passing through this requirement to lower tier Subgrantees.
- d. Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.
- e. Prohibited Boycotts. Subgrantee certifies that it is not currently engaged in and agrees for the duration of this Agreement, not to engage in a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

31. Other Requirements. In addition to other requirements of this Agreement, Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, Subgrantee further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this Agreement fully as if the same were attached hereto.

Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by Subgrantee to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

32. Termination for Mutual Convenience. ARC or Subgrantee may terminate this Agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this Agreement. ARC shall allow full credit to Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by Subgrantee prior to termination.
33. Termination for Convenience. ARC may terminate this Agreement, in whole or in part, at any time by giving written notice to Subgrantee of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all information and material produced or collected under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this Agreement is terminated by ARC as provided in this Paragraph 33, Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by Subgrantee up to and including the effective date of such termination, as authorized in Attachment B. Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in project costs.
34. Termination for Cause. If Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this Agreement by giving written notice to Subgrantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all information and materials collected or produced under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work and allowable costs completed pursuant and incurred in the performance of the scope of services up to and including the effective date of termination as authorized in Attachment B. Notwithstanding the foregoing to the extent provided by law, Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this Agreement by Subgrantee and ARC may withhold any payments to Subgrantee for the purpose of set-off for damages caused by Subgrantee's breach, until such time as the exact amount of damages to ARC from Subgrantee is determined.
35. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds for carrying out the functions to which this Agreement relates do not become available, then, upon written notice to Subgrantee, this Agreement may be immediately terminated without further obligation of ARC.
36. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, ARC reserves the same right regarding this Agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by Subgrantee prior to the date of suspension to the extent that they are non-cancelable.

37. Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this Agreement to the extent feasible.
38. Disputes and Appeals. Any dispute concerning a question of fact arising either from a contractor or subgrant selection decision, or under a contractor or subgrant contract, once executed, shall be decided by ARC's Chief Operating Officer who, after advisory consultation with all appropriate ARC officials, shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the contractor or subgrantee). The Chief Operating Officer shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the General Counsel.

The decision of the Chief Operating Officer shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the Chief Operating Officer shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the Chief Operating Officer. A copy of the decision shall also be furnished to the General Counsel.

The decision of the ARC Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the ARC Executive Director under a contractor or subgrant contract already executed, the contractor or subgrantee shall proceed diligently with the performance of the contract and in accordance with the Chief Operating Officer's decision.

Nothing in the foregoing shall be construed as making final the decision of the Chief Operating Officer or the Executive Director as such decision relates to a question of law.

39. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

40. Waiver. The failure of ARC to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.
41. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
42. Applicable Law. This Agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, Subgrantee and ARC have executed this Agreement as of the day first above written.

ATTEST:

CITY OF AVONDALE ESTATES

By: _____

Title: _____

ATTEST:

Assistant Secretary

ATLANTA REGIONAL COMMISSION

Executive Director

Chair

ATTACHMENT A

Scope of Services

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) sub-element:

502 CAS - Livable Centers Initiative Investment Policy Studies (LCI)

II. Area covered: All the necessary services provided in this subgrant contract will support the study of LCI-related programs and projects in Avondale Estates. The City of Avondale Estates Downtown Master Plan Update LCI study area (map included) includes 140 acres bounded by the CSX/MARTA rail tracks to the north, Sam's Crossing (Decatur city limits) to the west, Avondale Middle School and Ashton Place to the east, and the commercial properties on the south side of US 278 (E. College/N. Avondale/Covington Hwy.) to the south. It also includes a spur that was part of the 2004 LCI boundary which encompasses South Avondale Park and a portion of the US 278 (Covington Highway) corridor and a linear extension of Lanier Gardens along Arcadia Avenue. Avondale MARTA transit station is 800 feet east of the study area and Kensington MARTA transit station is 4,000 ft west of the study area. The City of Avondale Estates intends to pair the LCI study update produced using a consulting team, with a separate but coordinated Comprehensive Development Plan update produced with the help of ARC. The study area may extend beyond these limits if needed for logical termini purposes.

III. Goal: Portions of the Atlanta Metropolitan Transportation Planning Area are in maintenance for both ozone and PM2.5 standards under the Clean Air Act under the Clean Air Act Amendments of 1990. Because of this designation, the region must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. The LCI Program seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit and support further development in the study area. Evaluation of the existing structure and development of likely scenarios should produce recommendations for future investment that support ARC's Livable Centers Initiative Program. By improving safety and walkability will result in increases of the alternatives to driving alone.

IV. Work Tasks:

The 2014 Downtown Master Plan (DMP) has been a crucial roadmap for Avondale's downtown revitalization. The 2025 DMP will build on the 2014 plan's success, incorporate supplemental studies and policies adopted since, and provide a clear path forward in collaboration with developers, business owners, property owners, residents, city organizations, and regional agencies. This updated plan will include an urban design framework outlining land uses, design standards, transportation, connection to transit and other transportation infrastructure, and

actionable recommendations for policies, programs, and partnerships to achieve broader goals, specifically:

- A multimodal transportation network with pedestrian, bicycle, and transit connections through downtown and to regional facilities, along with a parking strategy and planning for smart technology. This will be especially focused on the gaps in the transportation system after recent infrastructure improvements and connections within and outside the city.
- Housing strategies that build on momentum, ensuring current projects—over 1,000 new multifamily units—are quality developments integrated into the walkable fabric of downtown, including affordable housing and market-rate units.
- A sustainability plan incorporating a "green lens" into city policies, enhancing stormwater management, increasing the tree canopy, promoting energy conservation and recycling.
- A placemaking and public art plan that crowdsources ideas, creates whimsical experiences, identifies public art locations, and establishes a process for decision-making.
- A wayfinding strategy taking into account entry points into the city as well as city amenities and key landmarks. This will be developed in concert with the current branding campaign underway.

The work to be accomplished under this contract is divided into the following tasks:

Task 1– Public Involvement:

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, and elderly or disabled citizens. The subgrantee will conduct an outreach process that promotes the involvement of all stakeholders in the study area. In addition to residents, businesses, property owners, community-based organizations (CBOs), appointed officials, and committees. Key stakeholders in this process should include ARC, MARTA, applicable City of Avondale Estates and DeKalb County representatives and departments, and GDOT. Further, the subgrantee must include the ARC Project Manager in discussions and/or email communications about meeting dates, including but not limited to recurring Project Management Team meetings, Project Advisory Group meetings, and public engagement efforts.

- Project information shall be uploaded to the subgrantee website to provide basic project information to the public along with project materials and meeting summaries.
- A Project Management Team (PMT) shall be formed with representatives from Avondale Estates, the consultant, and ARC.
- The subgrantee and consultant team will seek input and comments from a project advisory group (PAG) of major stakeholders including ARC, MARTA, GDOT, Avondale

Main Street/Downtown Development Authority/Business Association, Public Works, Avondale Arts Alliance, and other boards, commissions, or appropriate groups.

- Other groups that will be engaged include neighborhood representatives, apartment community representatives, and faith-based organizations to round out the vision.

The subgrantee will schedule at least three public open engagement opportunities, in a format determined by the project team. The following topics/milestones should be covered by the public engagement activities (at a minimum):

- Provide an overview of the study process, the goals of the study, key dates, and opportunities for public input;
- Solicit opinions on goals and objectives of the study, stakeholder needs, strengths, weaknesses, opportunities, and threats in the study area;
- Seek input and consensus on preferred concepts, typical sections, and/or improvements; and
- Seek approval of final plan documents and concepts.

Virtual meetings and/or digital engagement activities can be used to meet the above activities.

- *Final Plan Review and Transportation Coordination Meetings*

A transportation project coordination meeting is required to be conducted prior to finalizing the LCI plan recommendations. To ensure the transportation projects are feasible, the coordination meeting should include all affected organizations (such as GDOT, MARTA, DeKalb DOT, etc.) to discuss potential projects prior to the transportation improvement list being finalized.

The final plan review will be held to discuss the plan process, issues, or unique activities that occurred, and future projects that are needed to implement the plan once the plan is complete.

Deliverables: Public Involvement Plan, PMT and PAG Meeting Summaries, Summary of Public Engagement

Task 2 – Plan Development

The goal of this task is to develop and improve the LCI area's urban design elements, including pedestrian, bicycle and transit elements (TOD development and planned autonomous rail rapid transit, bus rapid transit, and heavy rail stations) especially defining and planning for gaps in connectivity in the study area and to amenities near the study area such as the East Decatur Greenway and the Stone Mountain PATH Trail, wayfinding, public space activation, placemaking, public art, green infrastructure (flood mitigation-stormwater), smart technology (EV) and lighting as well as the transportation network. In addition, the analysis and recommendations will look at the LCI area's economic and development characteristics, including housing, to prepare a strategy that that supports the plan recommendations, ensures the proposed plan is realistic, and provides guidance for future actions.

This analysis and recommendations should be coordinated with other completed studies, programs, developments, and organizations. At a minimum, this study will evaluate and address the following information:

- **Area and Existing Plan Assessment**

- Prepare an updated assessment of existing physical conditions of roadways and trails, including existing bicycle and pedestrian infrastructure, transit stops, traffic control devices, right of ways, and gaps in connectivity in the study area and to area amenities near the study area.
- Examine and summarize existing stormwater infrastructure and conditions.
- Examine and summarize existing LCI, transit, trail, land use, and transportation plans and development proposals, and zoning that would have an impact on this study area.
- Review the most recent LCI action plan and identify the status of each item listed.
- Review plans directly impacting the study area.
- Analyze the level of market opportunity and depth by land use and product type (i.e., how much, and what type of retail is needed, overbuilt, etc.).
- Develop a demand and feasibility assessment for housing (by type and cost), retail, office, and other uses within the LCI area and assessment of competing uses in districts in the region.
- Examine existing programs and plans the city has in place to promote a strong business climate in the study area.

- **Economic and Development Strategy**

- Identify where new development can be located to catalyze further reinvestment most effectively.
- A revised vision and goals, if needed, for the downtown area that provides a mix of land uses appropriate for future growth, including new and/or revised land use regulations needed to complete the development vision.
- Identify new housing development types that can be introduced within the LCI study area that align with existing development types, scale, and character in the study area. This LCI update will seek to build upon current activity. A market analysis will identify strategies to incentivize the preservation and stabilization of existing affordable housing as well as encourage development of additional workforce housing in the study area.
- Develop recommendations and strategies that identify best practices, development incentives and/or financing mechanisms for housing and economic development that align with the Metro Atlanta Regional Housing Strategy and ARC's current Regional Development Plan (RDP).
- Site-specific recommendations for 2-4 catalytic sites downtown, including a market analysis, regulatory recommendations, and visualization of key concepts. These could include interim or temporary uses to activate the area before development occurs. These recommendations should include an assessment of community and economic benefits.
- Study and develop a public art strategy/plan.

- Study and develop incentive packages and programs for businesses in the study area.
- Study and make recommendations on strategies to mitigate stormwater issues in the study area.

- **Transportation Strategy**

- Update the internal mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security of all modes.
- Update transportation demand reduction measures.
- Define street level improvements including bike facilities, sidewalks, roundabouts, or other pedestrian enhancements not already planned/underway. Focus on gaps remaining internally and externally after current infrastructure improvements.
- Explore the integration of golf cart infrastructure into the LCI study area to reduce vehicular traffic and parking needs. Golf carts are currently permitted south of US 278, so integration may include crossing US 278.
- Explore the continuity of local streets in study area, and extension of the street grid.
- Create temporary and interim transportation improvements.
- Develop opportunities for incorporation of smart community elements into the study area, including but not limited to:
 - Pedestrian Crossings
 - Vehicle Charging
 - Signals
 - Parking
 - Other smart technology
- Create conceptual renderings of the key transportation recommendations.
- Ensure the incorporation of green infrastructure within transportation recommendations.
- Create a strategy for parking in the study area.
- The LCI plan will include a priority list of smart technology needs to support planned improvements.

- **Placemaking Strategy**

- Identify potential locations for public space and placemaking activation in the LCI area, specifically identify placemaking opportunities within the study area to enhance the community focus of downtown and adjacent destinations.
- Determine public space and placemaking elements and strategies, including but not limited to public art, wayfinding, lighting (both decorative and safety), and streetscapes.

Deliverables: Existing Conditions Assessment, Market Analysis, and Draft Downtown Master Plan

Task 3 –Prepare Project Deliverables

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall include the following (not necessarily in this order):

- **Summaries of the plan development process:**
 - A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
 - A description of the public participation process used to achieve a community-supported program of improvements. This will include:
 - Sign-in sheets for all meetings
 - Summaries for all meetings
 - Pictures of meetings and events
 - Summary of the Area and Plan Assessments.
- **Draft Concept Plan**
 - An area plan map outlining the proposed elements and improvements to be installed at recommended locations.
 - Summaries of the planned elements and improvements written in a cohesive, user-friendly format.
 - Maps, concept illustrations, and other graphic representations to support the plan, including (but not limited to): the study area, existing land use, future land use, existing transportation facilities, developments, public art areas, wayfinding, stormwater infrastructure, and proposed transportation improvements.
- **Implementation Strategy**
 - Describe the organizational structure and processes that will be used to ensure the action plan items are implemented. Focus should be given to collaboration opportunities with other organizations and strategies to ensure continued support from local elected officials, community members and businesses.
 - A 100-day Action Plan shall be developed to include no-cost or very low-cost actions and organizational steps needed to keep momentum going and the stakeholders involved and sharing responsibility for the plan's success.
 - A description of the changes required within zoning ordinance, development regulations and/or other locally adopted policies to support the concept plan and street design standards.
 - An evaluation process used to monitor plan implementation and update the action plan every five years (or more often if need), should be identified.
 - Five-year Implementation Plan (aka Schedule of Actions): Using the "5 Year Implementation Plan" template provided by ARC, create a list of all actions and projects that are planned in the study area to implement the study goals, programs, and projects. Schedules should include an estimated start date, completion date, cost estimate and responsible party. This short-term implementation plan should include specific actions with start and end dates that implement the LCI plan, including, but not limited to:

- A prioritized description of transportation improvement projects (local, state, and federal) that will support the study area goals.
- A prioritized description of housing strategies, particularly for affordable and mixed income housing developments, that support a job-housing match, aging in place, and efficient utilization of transportation facilities in the study area. These should align with the Metro Atlanta Regional Housing Strategy recommendations.
- A prioritized description of economic development, placemaking, and green infrastructure strategies.
- A prioritized description of transportation improvement projects that are longer term in nature.
- For key projects identified by the Project Management Team, a detailed implementation guide.
- **Appendix**
 - The full market/fiscal feasibility report.
 - Detailed transportation assessment.
 - Assessment of existing plans.
 - Summary of Public Participation and Input

Deliverable: Downtown Avondale Estates Master Plan Update

Format of Deliverables:

- PDF file of the document, any appendices, concept plans, and typical sections
- Electronic files in their original formats with supporting graphics and GIS or other data files (Excel, CAD, etc.)

Key Dates

The following are key dates by which significant tasks are required to be completed to ensure the LCI study is completed on time. ARC staff will assist the subgrantee as needed to meet these dates.

- RFP Advertised-October 2025
- Consultant Selected-December 2025
- Consultant Contract Submitted to ARC- December 2025
- Project Kickoff – January – February 2026
- Study Complete-July 31, 2027
- Final Invoice and Study Documents-October 31, 202

ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in “Attachment A”) is \$200,000. ARC’s compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$160,000. All costs in excess of \$160,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, “Budget Estimate”, which is attached to and made part of this contract for financial reporting, monitoring, and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC’s discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning “Reports” in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively, and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee’s monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee’s final invoice and documents as described in “Attachment A, Task 3 – Prepare Project Deliverables” must be received by ARC no later than one month after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$160,000 and that the Subgrantee expressly agrees that they shall do, perform, and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency, or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 11 of the main body of this contract, ARC's Director hereby designates ARC's Chief Operating Officer for purposes of this contract only, except for executing amendments hereto.

Exhibit B
Project Location Map



EXHIBIT B-1

Budget Estimate

Task 1 – Public Involvement:	\$70,000
Task 2 – Plan Development:	\$80,000
Task 3 – Prepare Deliverables:	\$50,000
Total Cost:	\$200,000
ARC Share (80%):	\$160,000
Local Share (20%):	\$40,000

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Executive Director, and Chair, if so required.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 29, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. LOBBYING

As required by **Section 1352, Title 31 of the U.S. Code** (as implemented at 49 CFR Part 20), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
CONTRACTOR AFFIDAVIT**

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 engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability 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 Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

EEV / E-Verify™ Company Identification Number

Date of Authorization

Company Name

Signature of Authorized Officer or Agent

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20

Notary Public

[NOTARY SEAL]

My Commission Expires:

CONTRACTOR/VENDOR INFORMATION

**Legal name & address
of entity:**

If different from above-

Legal name of Payee:

Payment Address:

(If additional addresses are needed, identify each and its purpose on the reverse of this page.)

Legal entity status (please mark all that apply):

☐ Corporation/C-Corp LLC/S-Corp LLC	☐ Individual/Sole-Proprietor/Single Member LLC
☐ Partnership/LLC Partnership/LLP	☐ Government: Federal/State/Local/Authority
☐ Non-Profit: 501(c)(3)/501(c)(4)	☐ Other: (describe) _____

(Federal) Employer Identification Number: _____

OR

Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES _____ NO _____

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES _____ NO _____

E-verify Status: _____ **Registered:** E-verify Number _____ **DUNS Number** _____
_____ **Not Registered**

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES _____ NO _____

Minority or Women Business Enterprise under 49 CFR Part 23? YES _____ NO _____

Attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$750,000 or more in a year in Federal awards? YES _____ NO _____

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____

Signature: _____

Title: _____

Date: _____