STATE OF GEORGIA)
)
RICHMOND COUNTY)

SPLOST 8 CONTRACTOR AGREEMENT
BLIGHT MITIGATION PROJECT

This AGREEMENT made and entered into this ____day of _______________, 2026, between Augusta, Georgia, acting by and through the Augusta-Richmond County Commission, a political subdivision of the State of Georgia (hereinafter referred to as "Consolidated Government"), and the Augusta, Georgia Land Bank Authority, a public body corporate and politic of the State of Georgia (hereinafter referred to as the "AGLBA");

WITNESSETH:

WHEREAS, the voters of Augusta, Georgia, on March 16, 2021, approved the imposition of the Special Purpose County One Percent Sales and Use Tax ("SPLOST 8"), and designated the use of the proceeds of said tax for certain capital outlay projects, as defined on O.C.G.A. 48-8-111(a), and further approved a project priority payment order in an Intergovernmental Agreement entered into by and between Consolidated Government, Georgia, and the municipalities of Hephzibah and Blythe; and

WHEREAS, the Consolidated Government approved SPLOST funding for certain Blight mitigation projects, including Project (as defined herein), to be implemented by the Consolidated Government or through one or more local authorities; and

WHEREAS, "blight" has been defined by the Center for Community Progress (CCP), the nation's only national nonprofit dedicated to working with policymakers, local leaders, and community members to take a comprehensive approach to addressing vacant properties—one that uncovers and disrupts unjust systems, and creates opportunities for people to thrive; and

WHEREAS, "blight" is defined by CCP as when vacant, abandoned, and deteriorated properties become widespread, change the character of a neighborhood and perpetuate a negative cycle, which intensifies poor living conditions, impacting the economy, community, housing stock, and residents, and therefore in turn fuels more vacancy and abandonment; and

WHEREAS, on June 15, 2021, the Consolidated Government adopted the Redevelopment Area Blight Property Program ordinance which defines a "blighted or distressed area" as area that is experiencing one or more conditions of blight as evidenced by:
(i) The presence of structures, buildings, or improvements that by reason of dilapidation; deterioration; age; obsolescence; inadequate provision for ventilation, light, air, sanitation, or open space; overcrowding; conditions which endanger life or property by fire or other causes; or any combination of such factors, are conducive to ill health, transmission of disease, infant mortality, high unemployment, juvenile delinquency, or crime and are detrimental to the public health, safety, morals, or welfare; or

(ii) The presence of a predominant number of substandard, vacant, deteriorated, or deteriorating structures; the predominance of a defective or inadequate street layout or transportation facilities; or faulty lot layout in relation to size, accessibility, or usefulness; or
(iii) Evidence of pervasive poverty, defined as being greater than 10 percent of the population in the area as determined by current data from the United States Bureau of the Census, and an unemployment rate that is 10 percent higher than the state average; or
(iv) Adverse effects of airport or transportation related noise or environmental contamination or degradation or other adverse environmental factors that the political subdivision has determined to be impairing the redevelopment of the area; or
(v) The existence of conditions through any combination of the foregoing that substantially impair the sound growth of the community and retard the provision of housing accommodations or employment opportunities; and

WHEREAS, the Redevelopment Area Blight Property Program also defines a "deteriorating area" is an area that is experiencing physical or economic decline or stagnation as evidenced by two or more of the following:
(i) The presence of a substantial number of structures or buildings that are 40 years old or older and have no historic significance; and/or
(ii) High commercial or residential vacancies compared to the political subdivision as a whole; and/or
(iii) The predominance of structures or buildings of relatively low value compared to the value of structures or buildings in the surrounding vicinity or significantly slower growth in the property tax digest than is occurring in the political subdivision as a whole; and/or
(iv) Declining or stagnant rents or sales prices compared to the political subdivision as a whole; and/or
(v) In areas where housing exists at present or is determined by the political subdivision to be appropriate after redevelopment, there exists a shortage of safe, decent housing that is not substandard and that is affordable for persons of low and moderate income; and/or
(vi) Deteriorating or inadequate utility, transportation, or transit; and

WHEREAS, the Consolidated Government desires to contract with the AGLBA to implement a blight reduction program (hereinafter referred to as the "Project"), which was a part of the approved capital outlay projects referenced in the above-described Intergovernmental Agreement; the proceeds of said tax in the amount of four million dollar ($4,000,000.00) will be available per conditions set now, therefore, and in consideration of the mutual covenants and agreements between the parties as follows:

SECTION 1- APPROPRIATION AND USE OF FUNDS

1.1 The Consolidated Government agrees to appropriate the sum of $4,000,000.00 (the "SPLOST Funds") to the AGLBA for verifiable expenses which are capital in nature, used in connection with the acquisition and re-acquisition of "blighted" properties, as defined herein, for demolition, remediation, environmental abatement, clearing and stabilization of vacant land owned by AGLBA, site preparation for new development, infrastructure installation & improvements, and related expenses in Richmond County, Georgia necessary to support long-term economic development in impacted communities.

1.2 Said appropriation of the SPLOST Funds to the AGLBA is an authorized use of said proceeds, under O.C.G.A. Section 48-8-111(a)(1)(D) and this Agreement is entered into on behalf of the Consolidated Government and the AGLBA**,** to recognize and acknowledge that Augusta will have fully funded its SPLOST 8 project obligation to provide for blight mitigation.

1.3 Said appropriation of SPLOST Funds shall be disbursed as follows:

1.3.1 One million dollars ($1,000,000.00) to be disbursed within thirty (30) days of execution of this agreement for initial Project activities.

1.3.2 The remaining $3,000,000.00 to be disbursed in additional tranches of up to $1,000,000.00 each, to be disbursed upon satisfactory demonstration by the AGLBA that at least 80% of the funds in the previous disbursement(s) have been expended or obligated by contract for eligible activities under this agreement.

1.4 Any SPLOST Funds disbursed to the AGLBA and Reprograming Funds that have not been expended or obligated by contract for eligible Project activities as of December 31, 2031, shall be repaid to Augusta within thirty (30) days.

SECTION 2 - RESPONSIBILITIES AND OBLIGATIONS OF AGLBA

2.1 In consideration of the disbursement of said funds, the AGLBA shall observe all conditions that the law and/or this Agreement imposes on the use of said funds, which shall include, but not be limited to, the following:

2.1.1 The AGLBA covenants that it will only use the funds to undertake capital outlay projects as defined in O.C.G.A Section 48-8-110(1), which may include land acquisition and re-acquisition, demolition related to such acquisitions, site preparation, and related expenses, to include administrative and soft costs, including legal, engineering, architectural, environmental, professional consulting, and project management services to prepare land for future development.

Upon the sale of any property acquired and/or improved through the use of SPLOST Funds, an amount equal to the lesser of the amount of SPLOST Funds used to acquire and/or improve the property or the net proceeds (the "Reprograming Funds") shall be deposited into the segregated fund established pursuant to Section 2.1.3. Reprograming Funds shall be used by the AGLBA for the purposes established in this section. Any sales proceeds in excess of the amount of SPLOST Funds used to acquire and/or improve the property shall be retained by the AGLBA for any purpose as determined by the AGLBA including but not limited to staff compensation and overhead expenses.

2.1.2 The AGLBA shall receive a four percent (4%) project management fee from the SPLOST Funds for its staff time and overhead in support of the Project, which will be collected by the AGLBA at the time of each disbursement tranche from Augusta, and a four percent (4%) project management fee in connection with the use of Reprograming Funds to be paid when the Reprograming Funds are expended. The AGLBA will not be entitled to a project management fee for any portion of the Project funds that are repaid to Augusta under Section 1.4 and shall reimburse Augusta at the time of such repayment on a pro rata basis.

2.1.3 The AGLBA shall maintain Project funds in a segregated account and submit quarterly accounting reports to the Consolidated Government for expenditures related to the Project. The AGLBA will report quarterly on all expenses attributed to eligible activities and provide supporting documentation acceptable to the Consolidated Government, including Excel spreadsheet for tracking of all expenses incurred, project location, prime contractor, subcontractors, phase of development as referenced in Gantt chart, contract agreements including all parties as accepted by AGLBA Board of Directors approval, meeting minutes of Board of Directors approval, notice to proceed for all contractual services, invoices requesting payment, copies of checks for payment, and proof of release of any liens by subcontractors. Any additional documentation requested by the Consolidated Government shall also be made available upon request. The initial report of expenditures regarding the Project shall be made within ninety (90) days of the execution of this Agreement and quarterly thereafter until the end of the quarter in which the Projects are completed. Quarterly reports are due within ten (10) business days following the end of each said quarter and shall be delivered to Augusta Finance Department, 535 Telfair Street, Suite 800, Augusta Georgia 30901 to the attention of the Augusta Finance Director.

SECTION 3 - RESPONSIBILITIES AND OBLIGATIONS OF THE CONSOLIDATED GOVERNMENT

3.1 Augusta enters this contract to improve the quality of life of its citizens by removing blight and expanding the tax base of Richmond County, Georgia.

3.2 The Consolidated Government and any auditors employed by Augusta shall have the right to verify and audit the expenditures of the AGLBA sufficient to determine that the monies are being appropriately spent for the Project, in accordance with Georgia laws that govern the expenditures of Special Purpose Local Option Sales Tax monies. Official representatives of the Consolidated Government may inspect the official records of the AGLBA, which relate to the Project, at reasonable times and upon reasonable notice to the AGLBA.

SECTION 4 – OBLIGATIONS OF THE AGLBA AND CONSOLIDATED GOVERNMENT

4.1 Each of the parties hereto warrants and represents to the other that it will comply with all the requirements of the laws of the State of Georgia.

4.2 After approval of this contract, all contracts between the AGLBA and any sub-contractor, at the request of Augusta, shall be submitted to the County Administrator for administrative review. If any irregularity or illegality appears, the Administrator may submit any such questions to the Consolidated Government. The decision to review or not review any such contracts shall not absolve the AGLBA from any liability and the AGLBA shall hold Augusta harmless for any irregularity or illegality in connection with such contracts.

4.3 This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by a written instrument, signed by each party's duly authorized officers.

4.4 In the event of noncompliance, the Consolidated Government shall provide written notice and a reasonable cure period. Remedies shall be limited to corrective action proportionate to the finding and shall not include suspension or revocation of funds absent material breach.

4.5 In the event that the AGLBA is unable and/or unwilling to remedy any incidence of noncompliance, as defined as failure to fulfill, attempt to ignore, or intent to violate terms, obligations, or performance standards defined herein without legal excuse, this shall constitute breach of contract with respect to any of the terms of this Agreement by the AGLBA, or with respect to the use of funds by the AGLBA, and shall terminate the Consolidated Government's obligations under this Agreement. Upon determination of material breach:

4.5.1 The Agreement shall enter into rescission, returning both parties to their pre-contract position.

4.5.2 Specific performance shall be requested prior to contract termination by the non-breaching party. In the event the breaching party is either unwilling or unable to complete the specified performance measures, the non-breaching party shall be entitled to pursue all remedies provided by law.

IN WITNESS WHEREOF, the Consolidated Government and the AGLBA have caused these presents to be executed by their respective, duly authorized officials, on the date entered above.

AUGUSTA, GEORGIA

By: ______________________________
Mayor

ATTEST:

By: ______________________________
Clerk of Commission

Seal

AGLBA:

Augusta, Georgia Land Bank Authority

By: ______________________________
As its ____________________________

ATTEST:

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As its____