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AGENDA
REGULAR MEETING OF THE PERRY CITY COUNCIL
May 21, 2019
6:00 P.M.

1. Call to Order: Mayor James E. Faircloth, Jr., Presiding Officer.
2. Roll.
3. Invocation and Pledge of Allegiance to the Flag: Mayor James E. Faircloth, Jr.
4. Professional Services Appointments: Mayor James E. Faircloth Jr.
 - 4a. Appointment of Associate Judge to Municipal Court – Mr. L. Gilmour.
5. Recognition(s)/Presentation(s): Mayor James E. Faircloth, Jr.
 - 5a. Presentation to Mayor and Council from Georgia Association of Water Professionals.
6. Community Partner(s) Update(s):
7. Citizens with Input.
8. Review of Minutes: Mayor James E. Faircloth, Jr.
 - 8a. Council's Consideration – Minutes of the May 6, 2019 work session, May 7, 2019 pre council meeting and May 7, 2019 council meeting. (***Council Member William Jackson was absent from May 6, 2019 work session.***)
9. Old Business:
 - 9a. Ordinances for Second Reading(s) and Adoption:
 1. **Second Reading** of an amended ordinance to control shareable docked and dockless mobility devices a/k/a e-scooters - Mr. B. Wood.
 2. **Second Reading** of an ordinance rezoning property from R-3, Multi-family Residential District, to OC, Office-Commercial District. The property is located at 900 Ball Street, Tax Map No. 0P0040 035000 - Mr. B. Wood.

3. **Second Reading** of an ordinance rezoning property from R-1, Single-family Residential District, to GU, Government Use District. The property is located at 1020 Country Club Road; Tax Map No. 0PO410 015000 – Mr. B. Wood.
10. **Any Other Old Business:**
 - 10a. Mayor James E. Faircloth, Jr.
 - 10b. Council Members
 - 10c. City Manager Lee Gilmour
 - 10d. Assistant City Manager Robert Smith
 - 10e. City Attorney Brooke Newby
11. **New Business:** Mayor James E. Faircloth, Jr.
 - 11a. **Matters referred from May 20, 2019 work session and May 21, 2019 pre council meeting.**
 - 11b. **Award of Bid(s):**
 1. Bid No. 2019-24 Light Towers – Mr. M. Worthington
 - 11c. Approval of 2019 CHIP Grant Agreement - Mr. B. Wood.
 - 11d. **Special Events Application(s):** Ms. A. Turpin
 1. The City of Perry is hosting the Perry Water Battle at Rozar Park on Saturday, June 29, 2019 from noon until 1 p.m.
 2. The City of Perry is hosting Perry Presents, a summer series of free lawn concerts at Heritage Park, June 20, July 26, and August 23 from 7 p.m. until 9 p.m.
12. **Council Members Items:**
13. **Department Heads/Staff Items.**
14. **General Public Items:**
15. **Mayor Items:**
16. **Adjourn.**

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Perry City Council Agenda and supporting material for each item is available on-line through the City's website at www.perry-ga.gov.



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor/Council
FROM: Lee Gilmour, City Manager
DATE: May 17, 2019
REFERENCE: Associate Judge

Chief Judge J. Freeman requests the Council approve a part-time associate judge position for the Municipal Court of the City of Perry, per Sec. 18A-2 of the Code of Ordinances. Based on the increasing volume of cases, the City needs to clearly establish back up positions for Judge Freeman.

Judge Freeman desires the appointment be given to Ms. Ashley Deadwyler-Neuman. Ms. Deadwyler-Neuman was a finalist for the Chief Judge position.

This appointment would be subject to a mutually approved personnel agreement.

**MINUTES
WORK SESSION
OF THE PERRY CITY COUNCIL
May 6, 2019
5:00 P.M.**

1. Call to Order: Mayor James E. Faircloth, Jr., Presiding Officer, called to order the work session meeting held May 6, 2019 at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor James E. Faircloth Jr.; Mayor Pro-Tempore Randall Walker, Council Members: Phyllis Bynum-Grace, Robert Jones, Riley Hunt, and Willie King.

* Council Member Robert Jones left at 5:44p.m.

Elected Official Absent: Council Member William Jackson.

Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, Assistant City Attorney Brooke Newby, and Recording Clerk Anji Holley

City Departmental Staffing: Chief Steve Lynn – Police Department, Chief Lee Parker – Fire and Emergency Services Department, Brenda King – Director of Administration, Ashley Hardin – Department of Economic Development Director, Bryan Wood – Director of Community Development, Ellen Palmer – Digital Communications Manager, Ansley Fitzner –Landscape Manager, Mitchell Worthington – Assistant Finance Director, Mirian Arrington – Chief Court Clerk, Laura King – Executive Secretary, Renia Davis – Building Maintenance Manager, Todd Ennis – Solid Waste Supervisor, Randy Christian – Street Maintenance Supervisor, and Mike Baker – ComSouth.

Guest(s)/Speaker(s): Darlene McLendon

Press: Jada Dukes – Houston Home Journal

3. Items of Review/Discussion: Mayor James E. Faircloth, Jr.

3a. Appearance(s):

1. Chamber/DMC's Wine Tasting event – Ms. D. McLendon. Ms. McLendon advised the Chamber's and DMC's Wine Tasting will be held June 7, 2019.

3b. FY 2020 Operating Budget

1. Department of Public Works – Mr. R. Smith. Mr. Smith provided a year

in review presentation relative to the Public Works Department.

2. Department of Leisure Services – Mr. R. Smith. Mr. Smith reported that 2019 was a busy year with an 11% increase in operating costs and expressed his thanks for the basketball court resurfacing project. Council Member Bynum-Grace shared her concerns relative to tables and benches under the pavilion.
3. Municipal Court – Ms. M. Arrington. Ms. Arrington advised Municipal Court is happy with the proposed budget. Recommended having arraignments twice a month. Administration recommended adding additional judges.
4. Department of Administration – Ms. B. King. Ms. King advised the Department of Administration is happy with the 2020 budget and presented a PowerPoint of the department's highlights.

3c. Police Department

1. Update relative to traffic on Glenwood Avenue – Chief S. Lynn. Chief Lynn reported that between the dates of April 17-May 2, no noticeable speed problems were detected on either street. Police wrote three (3) warning tickets and four (4) citations. Advised that traffic volume was high and suggested a traffic counter.
2. Update relative to traffic on W.F. Ragin Drive – Chief S. Lynn Chief Lynn reported that W.F. Ragin is a cut-through. No tickets were written. Administration did not recommend any speed bumps on collector streets.

3d. Office of the City Manager

1. City Technology Services – Mr. R. Smith. Mr. Smith advised that there is a need to take the City to the next level with regard to technology. Mayor Faircloth referred this item to Council's May 7, 2019 agenda.
2. Incentive program – Mr. L. Gilmour. Administration recommended Council authorize incentives to restaurants in the downtown district to receive gas usage incentive. Funding would come from the gas fund. There was a consensus of Council to cancel for a further meeting.
3. Disposal of inventory – Mr. L. Gilmour. Administration proposed to have a City flea market to dispose of surplus inventory. There was a consensus of Council to move forward.
4. Transfer of items – Mr. L. Gilmour. Administration recommended to relocate two items currently at the Perry Arts Center. Move the sculpture of "Girl in Tree" to Crossroads Park and relocate the gazebo to Andrew Heights Park. There was a consensus of Council to move

forward.

5. Temporary assignment – Mr. L. Gilmour. Administration recommended designating Ms. Graham on a temporary basis as the acting director of the Department of Leisure Services. There was a consensus of Council to move forward.
6. Amending City billing collection process – Mr. L. Gilmour. Administration recommended the City billing process be amended to cover loss of revenue, damage of City property and theft. There was a consensus of Council to move forward; subject to City Attorney review.
7. Implementation of excise tax – Mr. L. Gilmour. Administration advised that the City should collect excise tax on each liquor drink sold in the City. There was a consensus of Council to move forward.
8. Approval of plaque for Sinclair Station – Mr. L. Gilmour. Council concurred with the plaque for Sinclair Station.

4. Council Member Items:

Ms. Bynum-Grace thanked the City of Perry for the clean-up Saturday.

Mr. Gilmour advised that questions had come up in regard to City of Perry's nepotism policy and will confirm the current City policy.

Mr. Smith and Ms. Newby had no reports.

5. Department Head/Staff Items:

Mr. Wood provided an update with regard to the community clean up and advised that he had received notification from DCA that the City is recertified Georgia Community Housing for two (2) years.

Chief Lynn advised Council of upcoming events from the Police Department:

- May 11-Coffee with a Cop
- May 13- Honoring officers who died in the line of duty in the last 6 months. This event will be held at Southside Baptist Church in Warner Robins.
- May 15- National Law Enforcement Memorial Day-flags will go to half-mast.

Chief Parker advised that the HALO Group is hosting a Community Festival at the airport. They have asked to borrow an apparatus for a fire truck pull.

Ms. Hardin advised that the Splashpad opened today.

Ms. Warren reminded Council to turn in their Personal Financial Disclosure Reports by July 1.

Ms. Palmer had no report.

6. Adjournment. There being no further business to come before Council in the work

session held May 6, 2019 Council Member King motioned to adjourn the meeting at 6:26 p.m. Council Member Hunt seconded the motion and it carried unanimously.

MINUTES
PRE COUNCIL MEETING
OF THE PERRY CITY COUNCIL
May 7, 2019
5:00 P.M.

1. Call to Order: Mayor James E. Faircloth, Jr., Presiding Officer, called to order the pre council meeting held May 7, 2019 at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor James E. Faircloth, Jr.; Mayor Pro Tempore Randall Walker, Council Members Phyllis Bynum-Grace, William Jackson, Robert Jones, Riley Hunt, and Willie King.

Elected Official(s) Absent: None

City Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney Brooke Newby and Recording Clerk Annie Warren.

Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker – Fire and Emergency Services Department, Brenda King – Director of Administration, Bryan Wood – Director of Community Development, Ashley Hardin – Economic Development Director, Mitchell Worthington – Assistant Finance Director, Anya Turpin – Special Events Coordinator, and Ellen Palmer – Digital Communications Manager.

Guests: None

Media: Jada Dukes – Houston Home Journal

3. Items of Review/Discussion: Mayor James E. Faircloth, Jr.

3a. Discussion of May 7, 2019 council meeting agenda.

8a. Abandonment of a portion of Meeting Street. Mr. Wood requested this item be pulled from the agenda.

8b. Petition for Rezoning Application No. RZNE-0007-2019. Mr. Wood reviewed the application to rezone .03 acre from R-3, Multi-family Residential District, to OC, Office-Commercial District. Mr. Wood advised the Planning Commission and staff recommend approval of the application as submitted.

8c. Petition for Rezoning Application No. RZNE-001-2019. Mr. Wood reviewed the application to rezone 61.38 acres from R-1, Single-family Residential District, to GU, Government Use District. Mr. Wood advised the Planning Commission and staff recommend approval of the application as submitted.

10a (1). First Reading of an amended ordinance to control shareable docked and dockless mobility devices a/k/a e-scooters. Mr. Wood stated this is a modified version of the ordinance from last Council's meeting to include shareable docked mobility devices.

12a (1). Approval of an information technology managed service. Mr. Gilmour advised this is a follow up relative to last evening's discussion. Ms. Newby added approval is subject to Attorney's review of the agreement.

12c (1). Bid No. 2019-24 – Light Towers. Mr. Worthington requested this item be tabled for further information.

12c (2). Bid No. 2019-25 – Creekwood Splashpad Phase 2. Mr. Worthington recommended awarding Bid No. 2019-25 to Lanier Plans, Inc. dba KorKat in the amount of \$122,121.30.

12c (3). Bid No. 2019-27 – Exterior Wall Mounted Heat Pump. Mr. Worthington recommended awarding Bid No. 2019-27 to Buzzell Plumbing Heating & Air Inc. in the amount of \$6,745.00.

12d (1). Resolution authorizing the abandonment of a portion of Meeting Street. Mr. Wood requested this item be pulled from the agenda.

12d (2). Resolution declaring certain vehicles and equipment surplus. Ms. King presented to Council a listing of vehicles and equipment to be declared surplus.

12f. Consider amendment to Owner-Engineer Agreement for gas main upgrade. Administration reviewed the process and advised financing is coming from the Perry Public Facilities Authority to do the project. The amendment needs to be approved with Keck & Wood, Inc. to do the bid documents, and the engineering, inspection, and monitoring of the project. Funding would come from the bond money.

12g. Request for Approval of Master Agreement with ESG Engineering, Inc. to provide GIS services. Mr. Wood advised ESG Engineering, Inc. would be a more efficient provider for GIS services. Administration stated that agreement would be subject to the City Attorney's review.

12h (1). Special Events Application – Downtown Merchants Council Wine Tasting event, June 7, 2019 from 6 p.m. until 9 p.m. Ms. Turpin reviewed the application, street closures, and request for use of the City tram for Council's consideration.

12h (2). Special Events Application – Chamber's annual Independence Day Parade on June 29, 2019 from 10 a.m. until 11:30 a.m. Ms. Turpin reviewed the application and street closures for Council's consideration.

4. Council Member Items:

Mayor Pro Tempore Walker and Council Members Bynum-Grace, Jackson, Hunt and Jones had no reports.

Council Member King advised he was received the 2018 H.E.A.T. award on behalf of the City of Perry at the Annual MGAG Membership meeting.

Mr. Gilmour, Mr. Smith, and Ms. Newby had no reports.

5. Department Head/Staff Items:

Ms. King, Mr. Worthington, and Ms. Turpin had no reports.

Mr. Wood advised 2100 pounds were picked up during the Spring Community Cleanup by the Housing Team.

Chief Parker announced Ms. Wendy Johnson of Country Financial, presented the fire department with a \$1500 check. The Perry Fire Department was selected to receive the donation out of all of the local public safety groups.

Ms. Hardin reminded everyone of the Rural Zone Lunch & Learn at the Perry Arts Center on May 22.

Chief Lynn – May 11, Coffee with a Cop

- May 13, Southside Baptist Church memorial to honor officers who died in the line of duty the last six months
- May 15, National Law Enforcement Memorial Day

Ms. Palmer reported the splashpad is open and being used.

6. Adjourn: There being no further business to come before Council in the pre council meeting held May 7, 2019 Council Member King motioned to adjourn the meeting at 6:28 p.m.; Council Member Jackson seconded the motion and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
May 7, 2019
6:00 P.M.

1. Call to Order: Mayor James E. Faircloth, Jr., Presiding Officer, called to order the regular meeting of the Perry City Council held May 7, 2019 at 6:00 p.m.

2. Roll.

Elected Officials Present: Mayor James E. Faircloth, Jr., Mayor Pro Tempore Randall Walker; Council Members William Jackson, Riley Hunt, Robert Jones, Phyllis Bynum-Grace, and Willie King.

Elected Officials Absent: None

Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney Brooke Newby and Recording Clerk Annie Warren.

City Departmental Staffing: Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker – Fire and Emergency Services Department, Brenda King – Director of Administration, Bryan Wood – Director of Community Development, Ashley Hardin – Economic Development Director, Mitchell Worthington – Assistant Finance Director, Anya Turpin – Special Events Coordinator, and Ellen Palmer – Digital Communications Manager.

Guest(s): Susan Arzt, Angela Cuti, and Davis Cosey

Media: Jada Dukes – Houston Home Journal

3. Invocation and Pledge of Allegiance to the Flag: Mayor James E. Faircloth, Jr.

Council Member Jones rendered the invocation and Council Member Jackson led the pledge of allegiance to the flag.

4. Recognition(s)/Presentation(s): Mayor James E. Faircloth, Jr.

4a. Introduction of new accountant, Ms. Tiffany Relaford – Ms. B. King.

Ms. King introduced Ms. Tiffany Relaford and provided a brief bio. Mayor and Council welcomed Ms. Relaford to the City of Perry.

4b. Recognition of the following fire personnel – Chief L. Parker.

- * Battalion Chief Kirk Crumpton – 15 years of service
- * Fire Marshal Michael Paull – Certified Fire Investigator
- * Firefighter Austin Redmond – Promoted to Sergeant

* Firefighter Jonathan Yoder – Promoted to Sergeant

Chief Parker recognized Battalion Chief Kirk Crumpton's 15 years of service, Fire Marshal Michael Paull accomplishment of Certified Fire Investigator and Firefighters Austin Redmond and Jonathan Yoder's promotions to Sergeant. Mayor and Council congratulated all of the fire personal on their accomplishments.

4c. Review of April Special Events – Ms. A. Turpin

Ms. Turpin provided a PowerPoint presentation of April Special Events.

5. Appointments to Boards/Commissions/Authorities: Mayor James E. Faircloth, Jr.

5a. Appointment to the Perry Public Facilities Authority – Council Member Jones

Council Member Jones appointed Michael Froehlich to the Perry Public Facilities Authority.

6. Community Partner(s) Update(s): None

7. Citizens with Input.

Susan Arzt, 308 Springcreek Drive. Ms. Arzt voiced her concerns relative to neighbors' dogs and kids riding go-carts without helmets.

Davis Cosey discussed climate change, Clean Water Act, EPA, and copyrights.

Angela Cuti – Ms. Cuti discussed the HALO event to be held in September.

8. Public Hearing: Mayor James E. Faircloth, Jr.

PUBLIC HEARING CALLED TO ORDER AT 6:24 P.M. Mayor James E. Faircloth, Jr. called to order a public hearing at 6:05 p.m. to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-67A-3 (c).

8a. Abandonment of a portion of Meeting Street – Mr. B. Wood.

Mr. Wood requested this item be pulled from the agenda.

8b. Petition for Rezoning Application No. RZNE-0007-2019. Applicant, Angela J. Cuti requests the rezoning of property from R-3, Multi-family Residential District, to OC, Office-Commercial District. The property is located at 900 Ball Street, Tax Map No. 0P0040 035000 - Mr. B. Wood.

Mr. Wood reported the applicant proposes to use the 1160 square foot structure on the 0.3 acres parcel as office/meeting space with the option to return to residential use in the future. The applicant requested the property to be

rezoned from R-3, Multi-family Residential District, to OC, Office-Commercial District. Mr. Wood advised staff and the Planning Commission recommended approval of the application.

Public Input: Mayor Faircloth called for any public input for or against the application.

For: Ms. Angela Cuti spoke in favor of the application.

Opposed: None

- 8c. Petition for Rezoning Application No. RZNE-011-2019. Applicant, The City of Perry requests the rezoning of property from R-1, Single-family Residential District, to GU, Government Use District. The property is located at 1020 Country Club Road; Tax Map No. 0PO410 015000 – Mr. B. Wood.

Mr. Wood reported the property, 61.36 acre parcel, was purchased by the City of Perry for the purpose of developing a passive park. The requested zoning change from R-1, Single-family Residential District, to GU, Government Use, will be consistent with all properties owned by the City. Mr. Wood advised staff and the Planning Commission recommended approval of the application.

Public Input: Mayor Faircloth called for any public input for or against the application.

For: None

Opposed: None

Public Hearing closed at 6:30 p.m. Mayor James E. Faircloth, Jr. closed the Public Hearing at 6:30 pm.

9. Review of Minutes: Mayor James E. Faircloth, Jr.

- 9a. Council's Consideration – Minutes of the April 11, 2019 joint work session of Perry City Council and Perry Planning Commission, April 16, 2019 pre council meeting and April 16, 2019 council meeting. ***(Council Member Robert Jones was absent from April 16, 2019 meetings.)***

Council Member Bynum-Grace motioned to accept the minutes as submitted; Council Member King seconded the motion and it carried with Council Member Jones abstaining from April 16, 2019 meetings.

10. Old Business:

- 10a. Ordinances for First Reading(s) and Adoption:

1. **First Reading** of an amended ordinance to control shareable docked and dockless mobility devices a/k/a e-scooters - Mr. B. Wood.

Per City Attorney Brooke Newby, this is the first reading of an amended ordinance to control shareable docked and dockless mobility devices a/k/a e-scooters. At the last Council meeting only dockless mobility devices were discussed, per Administration the ordinance is amended to include docked mobility devices.

11. Any Other Old Business:

- 11a. Mayor James E. Faircloth, Jr. None
- 11b. Council Members - None
- 11c. City Manager Lee Gilmour - None
- 11d. Assistant City Manager Robert Smith - None
- 11e. City Attorney - None

12. New Business: Mayor James E. Faircloth, Jr.

12a. Matters referred from May 6, 2019 work session and May 7, 2019 pre council meeting.

- 1. Approval of an information technology managed service. Mr. Smith presented for Council's consideration an agreement between the City of Perry and Hargrave Data Center Services, Inc. to provide information technology managed service subject to review by the City Attorney. Mayor Pro Tempore Walker motion to approve subject to review by the City Attorney; Council Member Jones seconded the motion and it carried unanimously.

12b. Ordinances for First Reading(s) and Introduction:

- 1. **First Reading** of an ordinance rezoning property from R-3, Multi-family Residential District, to OC, Office-Commercial District. The property is located at 900 Ball Street, Tax Map No. 0P0040 035000 - Mr. B. Wood. *(No action required by Council.)*
- 2. **First Reading** of an ordinance rezoning property from R-1, Single-family Residential District, to GU, Government Use District. The property is located at 1020 Country Club Road; Tax Map No. 0P0410 015000 - Mr. B. Wood. *(No action required by Council.)*

12c. Award of Bid(s):

- 1. Bid No. 2019-24 Light Towers - Mr. M. Worthington

Mr. Worthington requested this item be tabled for further information. Mayor Pro Tempore Walker motioned to table this item, Council Member Hunt seconded the motion and it carried unanimously.

2. Bid No. 2019-25 Creekwood Splashpad Phase 2 –
Mr. M. Worthington

Mr. Worthington presented for Council's consideration an award of bid for Creekwood Splashpad Phase 2. Of the six vendors contacted, there was only one responsive bid. Staff recommended awarding the bid to Lanier Plans, Inc. dba KorKat for \$122,121.30. Council Member Bynum-Grace moved to award the bid to Lanier Plans, Inc. dba KorKat in the amount of \$122,121.30; Council Member Jones seconded the motion and it carried unanimously. (Resolution No. 2019-22

3. Bid No. 2019-27 Exterior Wall Mounted Heat Pump –
Mr. M. Worthington

Mr. Worthington presented for Council's consideration an award of bid for an exterior wall mounted heat pump. Of the four responders, staff recommended the low bidder, Buzzell Plumbing Heating & Air Inc. in the amount of \$6745.00. Council Member Jackson moved to award the bid to Buzzell Plumbing Heating & Air Inc. in the amount of \$6745.00; Council Member Jones seconded the motion and it carried unanimously.

12d. Resolution(s) for Consideration and Adoption:

1. Resolution authorizing the abandonment of a portion of Meeting Street –
Mr. B. Wood.

Mayor Faircloth advised this item was pulled from the agenda.

2. Resolution declaring certain vehicles and equipment surplus –
Ms. B. King.

Adopted Resolution No. 2019-22 declaring certain vehicles and equipment surplus. Ms. King presented for Council's consideration a resolution declaring certain vehicles and equipment surplus. Council Member Jones motion to approve the resolution as submitted; Council Member Jackson seconded the motion and it carried unanimously. (Resolution 2019-20 has been entered into the City's official book of record.)

12e. Selection of a voting delegate for GMA Annual Membership Business Meeting,
June 24, 2019 – Mr. L. Gilmour.

Administration stated this is an annual election and the recommendation is Mayor Faircloth as the voting delegate and Mayor Pro Tempore Walker as the alternate. Council Member Jones moved to elect Mayor Faircloth as the voting delegate and Mayor Pro Tempore Walker as the alternate voting delegate for GMA Annual Membership Business meeting. Council Member Jackson seconded and the motion carried unanimously.

12f. Consider amendment to Owner-Engineer Agreement for gas main upgrade – Mr. L. Gilmour.

Administration recommended approval of an amendment to Owner-Engineer Agreement for gas main upgrade. Council Member King motioned to approve as submitted; Council Member Jones seconded the motion and it carried unanimously.

12g. Request for Approval of Master Agreement with ESG Engineering, Inc. to provide GIS services – Mr. B. Wood.

Mr. Wood stated the contract with the current GIS provider is ending this month and recommends not renewing the contract. Mr. Wood requested approval of Master Agreement with ESG Engineering, Inc. to provide GIS services. Council Member Hunt motioned to approve as submitted; Council Member King seconded the motion. Administration stated the motion should include subject to City Attorney review. Council Member Hunt amended his motion to approve as submitted subject to City Attorney review; Council Member King amended his motion to include subject to City Attorney review and it carried unanimously.

12h. Special Events Application(s): Ms. A. Turpin

1. The Perry Chamber of Commerce is hosting the Downtown Merchants Council Wine Tasting in partnership with the Downtown Merchants Council on June 7, 2019 from 6 p.m. until 9 p.m. in Historic Downtown Perry.

Street closure(s) requested:

- Carroll Street (Between Jernigan and Washington Street)
- Ball Street (Between Commerce and Main Street)

Council Member Jones motioned to approve the special events application and street closures as submitted; Council Member King seconded the motion and it carried unanimously.

2. The Perry Chamber of Commerce is hosting their annual Independence Day Parade on June 29, 2019 from 10 a.m. until 11:30 a.m.

Street closure(s) requested:

- Washington Street (Between Sam Nunn and Northside Drive)
- Washington Street (Between Northside Drive and Main Street)
- Main Street (Between Washington Street and General Courtney Hodges)
- General Courtney Hodges (Between Main Street and Larry Walker Parkway)
- Larry Walker Parkway (Between General Courtney Hodges and North Gate GNFA)

Council Member Jones motioned to approve the special events application, street closures and use of the City tram; Council Member King seconded the motion and it carried unanimously.

13. Council Members Items:

Mayor Pro Tempore Walker, and Council Members Bynum-Grace, Jones, Hunt and Jackson had no reports.

Council Member King presented to Mayor and Council the 2018 H.E.A.T. award he received on behalf of the City at the MGAG Annual Membership meeting.

Mr. Gilmour, Mr. Smith, and Ms. Newby had no reports.

14. Department Heads/Staff Items.

Chief Lynn announced the fire department received a \$1,500 check from Ms. Wendy Johnson of Country Financial.

Chief Lynn – May 11, Coffee with a Cop

- May 13, Southside Baptist Church memorial to honor officers who died in the line of duty the last six months
- May 15, National Law Enforcement Memorial Day

Ms. Hardin – May 22, Rural Zone Lunch & Learn at Perry Arts Center

Ms. Palmer, Ms. King, Mr. Wood, and Ms. Warren had no reports.

15. General Public Items: None

16. Mayor Items: None

17. Adjournment. There being no further business to come before Council in the council meeting held May 7, 2019 Council Member Jones motioned to adjourn the meeting at 6:55 p.m.; Council Member Hunt seconded the motion and it carried unanimously.

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Perry code is amended as follows:

1.

By adding a new Section 18-17 as follows:

Sec. 18-17. - Shareable dockless mobility devices.

- (a) *Findings.* Dockless electric scooters and bicycles, available to be rented on demand from unstaffed locations, have suddenly and unexpectedly appeared in municipalities throughout the country, and have rapidly proliferated in an unregulated environment without adequate safeguards for the individual users or the greater community. Frequently, they are abandoned by users on streets, sidewalks and other public places creating safety concerns, especially for vulnerable and disabled pedestrians. Due to the spontaneous appearance of these rentals and their appeal to young people, shareable dockless mobility devices are nearly always operated by users – often minors – without helmets, in contravention of state law, which has resulted in injuries to operators of these devices.
- (b) *Purpose.* The purpose of this ordinance is to prohibit shareable dockless mobility devices from being placed in the public right-of-way or on public property, operated in the public right-of-way or on public property, or offered for use anywhere in the City of Perry. This will allow for adequate pedestrian traffic flow and will protect the traveling public until additional regulations may be established through a franchise or licensing system to safeguard the community and establish a pilot program to test the operation of these devices within the City of Perry in a controlled and safety-conscious manner that ensures compliance with all local and state laws.
- (c) *Definitions.* For purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this section.
 - (1) *Shareable dockless mobility device* means any dockless wheeled device, whether it be human-powered, electric, or otherwise motorized, that permits an individual to move or be moved freely, including but not limited to, a bicycle, scooter, or skateboard; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is operated by a private entity that owns, manages, and maintains devices for shared use by members of the public; and is available to members of the public in unstaffed, self-service locations.
 - (2) *Dockless* means that the device does not require the individual user to return and lock the device to an authorized fixed station once the user has completed their use of the device.
- (d) *General requirements.* It is unlawful to park, leave standing, leave lying, abandon, or otherwise place a shareable dockless mobility device in a public right-of-way or on public property anywhere within the City of Perry. It is unlawful to operate a shareable dockless mobility device in a public right-of-way or on public property anywhere within the City of Perry. It is unlawful to provide or offer for use a shareable dockless mobility device anywhere within the City of Perry.
- (e) *Violations; impoundment.* Violations of this ordinance shall be punishable as provided for in Section 1-10 of this Code. Police officers, parking enforcement officers, code enforcement officers, those city officials otherwise designated by the Manager, and any party contracted by the City of Perry to specifically impound shareable dockless mobility devices are authorized to impound any shareable dockless mobility device that has been offered for use, placed in a public right-of-way or on public property, or operated in a public right-of-way or on public property in violation of this ordinance. The impoundment shall be subject to an

initial impound fee and a daily storage and administration fee, as applicable, as provided in the Schedule of Fees adopted by City Council.

- (1) Once a shareable dockless mobility device has been impounded as provided for in subsection (e), the City of Perry or a designated officer shall make a good-faith attempt to determine the name and address of the owner of such device by serial number, vehicle identification number (VIN), or such other means as are reasonably ascertainable through inspection of the exterior of such device. In those cases where the name and address of the owner of the subject vehicle are determined, written notice shall be sent to said owner by certified mail, return receipt requested, or by personal service acknowledged by signature of the registered owner or other responsible party. Notice by certified mail as described herein shall be deemed given as of the postmark date. The written notice required by this section shall contain the following:
 - a. A description of the subject vehicle, including serial numbers, vehicle identification number, or other identifying information;
 - b. The name and address of the owner of such vehicle;
 - c. The dates and descriptions of the parking violations that establish the grounds for impoundment, the unpaid amounts of the civil penalties for each violation, and the process by which the device(s) may be reclaimed. A copy of each parking ticket or other document providing the required information attached to the notice shall be sufficient to satisfy this requirement. Where multiple devices owned by the same company are impounded on a single day, a single notice listing all impounded devices is sufficient;
 - d. A date and time at least seven days from the postmark date of the notice in which the registered owner or other responsible party may appear in the City of Perry Municipal Court to demand a bench trial to contest the impoundment.
 - (2) Vehicles towed and impounded under sub-section (e) may be released from such impoundment only upon payment in full of all impound and storage fees accrued.
 - (3) Shareable dockless mobility devices that are not reclaimed within 120 days of impound pursuant to the procedures outlined in sub-paragraph (2) shall be deemed at that time to be abandoned and discarded by the owner thereof and shall thereafter be disposed of pursuant to written policies established by the Manager.
- (f) *Severability.* If any section, subsection, subdivision, sentence, clause, phrase or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this ordinance shall be and remain in full force and effect.

2.

By adding a new Section 18-18 as follows:

Sec. 18-18. – Shareable docked mobility devices.

- (a) *Purpose.* The purpose of this ordinance is to prohibit shareable docked mobility devices from being placed in the public right-of-way or on public property, operated in the public right-of-way or on public property, or offered for use anywhere in the City of Perry. This will allow for adequate pedestrian traffic flow and will protect the traveling public until additional regulations may be established through a franchise or licensing system to safeguard the community and establish a pilot program to test the operation of these devices within the City of Perry in a controlled and safety-conscious manner that ensures compliance with all local and state laws.
- (b) *Definitions.* For purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this section.
 - (1) *Shareable docked mobility device* means any wheeled device, whether it be human-powered, electric, or otherwise motorized, that permits an individual to move or be moved freely, including but not limited to, a bicycle, scooter, or skateboard; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar

method; is operated by a private entity that owns, manages, and maintains devices for shared use by members of the public; and is available from a docking station and returned to a docking station belonging to the same system.

(2) *Docked* means the device is taken from a fixed docking station that locks the device, and only releases it by computer control; the device is again locked in place when the device is returned to the docking station.

(c) *General requirements.* It is unlawful to park, leave standing, leave lying, abandon, or otherwise place a shareable docked mobility device in a public right-of-way or on public property anywhere within the City of Perry. It is unlawful to operate a shareable docked mobility device in a public right-of-way or on public property anywhere within the City of Perry. It is unlawful to provide or offer for use a shareable docked mobility device anywhere within the City of Perry.

(d) *Violations; impoundment.* Violations of this ordinance shall be punishable as provided for in Section 1-10 of this Code. Police officers, parking enforcement officers, code enforcement officers, those city officials otherwise designated by the Manager, and any party contracted by the City of Perry to specifically impound shareable docked mobility devices are authorized to impound any shareable docked mobility device that has been offered for use, placed in a public right-of-way or on public property, or operated in a public right-of-way or on public property in violation of this ordinance. The impoundment shall be subject to an initial impound fee and a daily storage and administration fee, as applicable, as provided in the Schedule of Fees adopted by City Council.

(1) Once a shareable docked mobility device has been impounded as provided for in subsection (d), the City of Perry or a designated officer shall make a good-faith attempt to determine the name and address of the owner of such device by serial number, vehicle identification number (VIN), or such other means as are reasonably ascertainable through inspection of the exterior of such device. In those cases where the name and address of the owner of the subject vehicle are determined, written notice shall be sent to said owner by certified mail, return receipt requested, or by personal service acknowledged by signature of the registered owner or other responsible party. Notice by certified mail as described herein shall be deemed given as of the postmark date. The written notice required by this section shall contain the following:

- a. A description of the subject vehicle, including serial numbers, vehicle identification number, or other identifying information;
- b. The name and address of the owner of such vehicle;
- c. The dates and descriptions of the parking violations that establish the grounds for impoundment, the unpaid amounts of the civil penalties for each violation, and the process by which the device(s) may be reclaimed. A copy of each parking ticket or other document providing the required information attached to the notice shall be sufficient to satisfy this requirement. Where multiple devices owned by the same company are impounded on a single day, a single notice listing all impounded devices is sufficient;
- d. A date and time at least seven days from the postmark date of the notice in which the registered owner or other responsible party may appear in the City of Perry Municipal Court to demand a bench trial to contest the impoundment.

(2) Vehicles towed and impounded under sub-section (d) may be released from such impoundment only upon payment in full of all impound and storage fees accrued.

(3) Shareable docked mobility devices that are not reclaimed within 120 days of impound pursuant to the procedures outlined in subparagraph (2) shall be deemed at that time to be abandoned and discarded by the owner thereof and shall thereafter be disposed of pursuant to written policies established by the Manager.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SO ENACTED this ____ day of _____, 2019.

CITY OF PERRY, GEORGIA

By: _____
James E. Faircloth, Jr. – Mayor

ATTEST: _____
Annie Warren – City Clerk

1st Reading: _____

2nd Reading: _____

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the zoning is changed from City of Perry R-3, Multi-Family Residential District to City of Perry OC, Office-Commercial District and the city's zoning map is amended accordingly relative to property of ANGELA J. CUTI, described as follows:

All that tract or parcel of land situate, lying and being in the City of Perry, and in Houston County, Georgia, being known and designated as Lot No. 10 in the subdivision of Nunn Brothers and Norwood Property, according to a plat of survey of said property which is of record in Plat Book 1, Page 146, Clerk's Office, Houston Superior Court. Being the same property as that conveyed to Elsie Peavy Brown, via Warranty Deed dated March 18, 1985, which appears of record in Deed Book 679, Page 147, Clerk's Office, Houston Superior Court.

This is the same property as that conveyed by deed from William Theron Brown, IV, Deborah Ann McDowell, and Donna Marie Brown to Robert Lee Russell, Jr. of record in Deed Book 8045, Page 117, said Clerk's Office.

Said property is located at 900 Ball Street, Perry, Georgia 31069.

SO ENACTED this ___ day of _____, 2019.

CITY OF PERRY, GEORGIA

**BY: _____
JAMES E. FAIRCLOTH, JR., MAYOR**

**ATTEST: _____
ANNIE WARREN, CITY CLERK**

1st Reading:

2nd Reading:



Where Georgia comes together.

STAFF REPORT

April 2, 2019

CASE NUMBER: RZNE-0007-2019
APPLICANT: Angela J. Cuti
REQUEST: Rezone from R-3, Multi-family Residential District, to OC, Office-Commercial District
LOCATION: 900 Ball Street; Tax Map No. 0P0040 035000

ADJACENT ZONING/LANDUSES:

Subject Parcel: R-3, Multi-family Residential District; vacant single-family residential structure
North: C-3, Central Business District; office uses
South: R-3; vacant lots
East: R-1; Single-family residences
West: R-3 and C-3; Single-family residences, office uses, and outdoor storage lots

BACKGROUND INFORMATION: The applicant proposes to use the 1160 square foot structure on the 0.3 acre parcel as office/meeting space, with the option to return to residential use in the future. The OC zoning classification will allow the office and meeting uses as well as residential uses.

Note: The attached zoning map shows the subject property as being zoned C-3. Research shows that the subject property was not included in the zoning application which changed the adjacent properties at 902 and 904 Ball Street from R-3 to C-3. No other zoning applications appear on this property.

STANDARDS GOVERNING ZONE CHANGES:

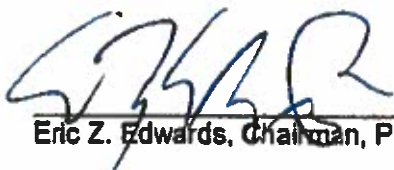
1. *The suitability of the subject property for the zoned purposes.* The property is currently used as a single-family residence offered for rent. Multi-family residential uses may be suitable, depending on size and compatibility with surroundings.
2. *The extent to which the property values of the subject property are diminished by the particular zoning restrictions.* While the property is adjacent to commercially zoned properties and uses, there does not appear to be diminished value of the property. However, several surrounding residential properties fronting Ball Street have been converted to commercial uses in recent years.
3. *The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public.* There does not appear to be diminution of property value. Although, it appears properties along Ball Street were originally zoned R-3 as a transition or buffer between industrial properties to the west and low density residential uses to the east. Many of these properties have been changed to commercial zoning classifications in recent years.
4. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.* The properties fronting Ball Street and adjacent to the subject property were changed to the more intensive C-3 zoning in recent years. There does not appear to have been a negative impact on the residential properties which back up to them.

5. *Whether the subject property has a reasonable economic use as currently zoned.* Use of the property for residential purposes provides a reasonable economic use as currently zoned.
6. *The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property.* The building on the subject property has been vacant for a few months will being offered for sale.
7. *Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.* The surrounding area is a mix of residential structures that have been converted to office uses, residential and commercial uses. The property is contiguous to properties zoned C-3, Central Business District, and the downtown core.
8. *Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.* The property is located at the north east corner of the intersection of Ball and Gilmer Streets. Ball Street is primarily commercial in character. Given the mixed character of the surroundings the uses allowed in the OC district should not adversely affect surrounding properties.
9. *Whether the zoning proposal is in conformity with the policies and intent of the land use plan.* The 2017 Joint Comprehensive Plan Update appears to identify the subject property on the edge between 'Traditional Neighborhood' and 'Town Center' suggesting the area as transitional.
10. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.* Given the size of the property and the uses allowed in the OC district, this request should not cause excessive or burdensome use of community facilities and services.

Uses allowed in the OC district include residential, community service, day care, educational, health care, some institutional (religious, congregate personal care), parks, communication towers, office, commercial parking, mortuary and health club. Retail and high intensity uses are not permitted.

STAFF RECOMMENDATION: Based on evaluation of the standards, the City Staff concludes that the OC zoning district is appropriate for the subject property. Therefore, Staff recommends approval of the application to rezone to OC, Office Commercial District.

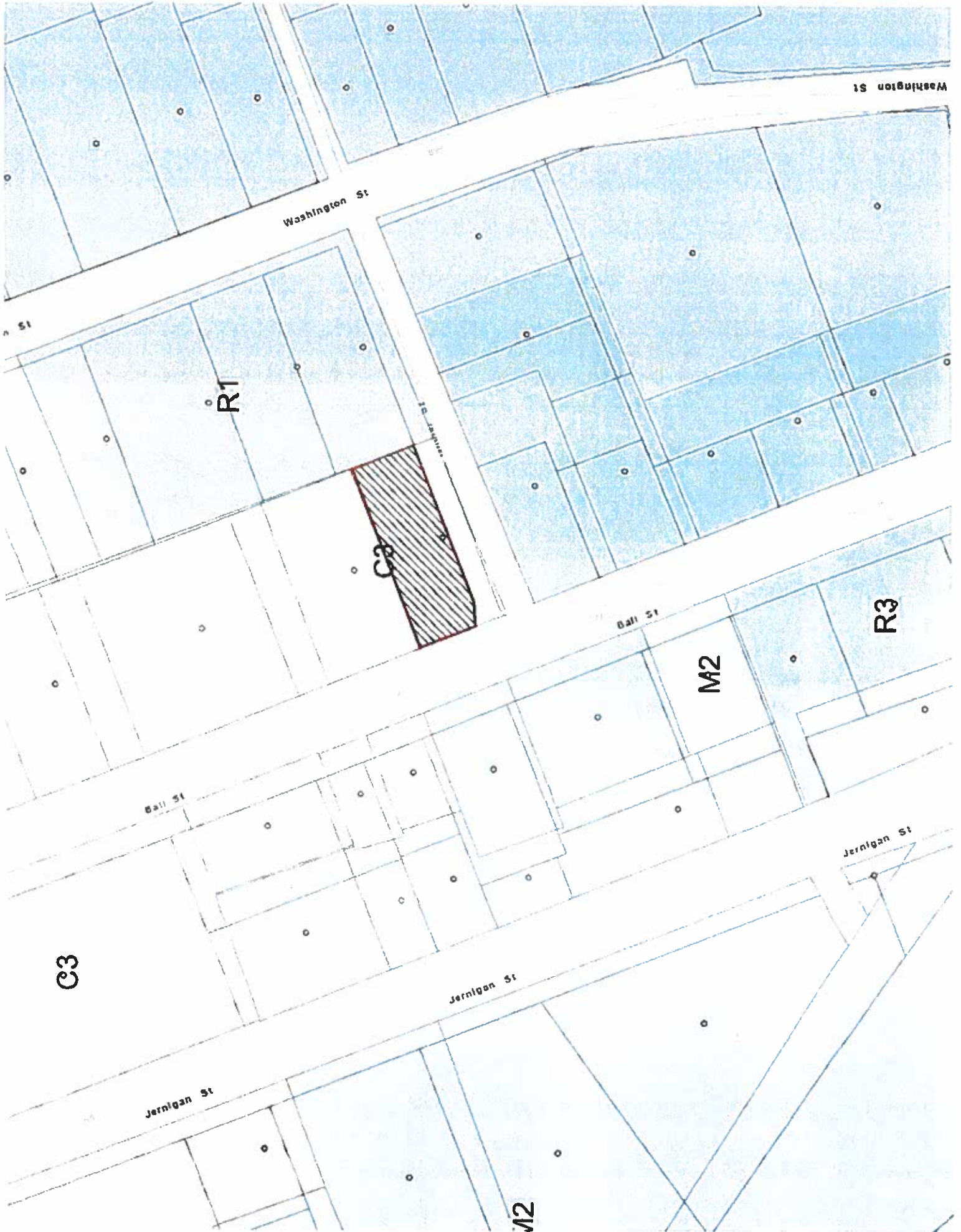
PLANNING COMMISSION RECOMMENDATION: Recommended approval of the zoning change as submitted from R-3, Multi-Family Residential District to OC, Office Commercial District.



Eric Z. Edwards, Chairman, Planning Commission

4/10/19

Date



900 Ball Street Aerial



N C-3
 S R-3
 E R-1
 W C-3/R-3



Where Georgia comes together.

RZM-0007-2019
 Application # _____

Application for Rezoning
 Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Angela S. Cuti	Same
*Title	owner	
*Address	302 Minter Dr - Warm Springs	
*Phone	478-955-8119	31088
*Email	angelacuti@gmail.com	

Property Information

*Street Address or Location	900 Ball St. Perry, Ga 31058
*Tax Map #(s)	0P0040035000
*Legal Description:	
A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property and/or a proposed site plan; C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.	

Request

*Current Zoning District	R-3	*Proposed Zoning District	OC
*Please describe the existing and proposed use of the property			
See attachment			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$130.00 plus \$15.00/acre (maximum \$1,550.00)
 - Planned Development - \$150.00 plus \$15.00/acre (maximum \$2,700.00)
 - Commercial/Industrial - \$230.00 plus \$22.00/acre (maximum \$2,900.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the rezoning). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- An application for rezoning affecting the same parcel shall not be submitted more often than once every six months.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No
 if yes, please complete and submit the attached Disclosure Form.

9. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

10. Signatures:

*Applicant <i>Joyda Cuti</i>	*Date <i>3/11/19</i>
*Property Owner/Authorized Agent	*Date

Standards for Granting a Rezoning

- Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? **NO**
- Describe the existing land uses and zoning classifications of surrounding properties. **Commercial + R3**
- Describe the suitability of the subject property for use as currently zoned. **Rental home.**
- Describe the extent to which the value of the subject property is diminished by the current zoning designation. **N/A - If denied as commercial or mixed commercial / residential use I will just rent it out now to a small family or two individual**
- Describe the extent to which the diminished property value promotes health, safety, morals, and general welfare of the public. **Use of local nonprofit group to use as temporary operating office/meeting space during 2 year renovation of New Perry Hotel**
- Describe the relative gain to the public compared to any hardship imposed on the property owner. **NPH renovation project and services offered by non-profit widely embraced by community at large.**
- Describe how the subject property has no reasonable economic use as currently zoned. **It actually does have valuable residential (R3) use after completion of NPH, we will rent to**
- How long has the subject property been vacant as currently zoned, considering development in the vicinity? **Few months.** employee's of NPH
- Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties. **1 block from Historic Downtown. The other former residential homes (across street & adjacent) are commercial properties now.**
- Describe why the proposed zoning district will not adversely impact the use of surrounding properties. **It will be an office and eventually could be used as a rental unit which incre;**
- Describe how the proposed zoning district is consistent with the Comprehensive Plan. **downtown economy** traffic
- Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services. **There will never be more than 10-20 people "meeting" at the property - no excessive traffic, noise or parking issues.**
- Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

It is my intention to follow the guidelines under "accessory uses and structures" to build a small greenhouse in backyard of property and eventually put a "approved" fencing around backyard perimeter as well; It is of top priority to increase aesthetic value of property.

For Office Use (receipt code 204.1)

Date received <i>3/11/19</i>	Fee paid <i>\$23660</i>	Date deemed complete <i>3/11/19</i>	Public Notice Sign <i>by 3/22</i>	Legal Ad <i>Doc 410-2017</i>	County Notification <i>N/A</i>
Notice to Applicant <i>4/4/19</i>	Routed to PC <i>4/14/19</i>	Date of PC <i>4/8/19</i>	Date of Public Hearing <i>5/7/19</i>	Date of Council action <i>5/2/19</i>	Notice of action

Intention of Usage for Rezoning Request

3/10/2019

RE: 900 Ball St. Perry, Ga

To Whom It May Concern,

I have recently purchased the property at 900 Ball Street as a personal investment for usage during the upcoming renovation of The New Perry Hotel. The property is currently zoned R3. It is my hope that perhaps you can best guide me in the rezoning request based on my description of intended usage. Now that the non-profit organization, The HALO Group of Middle Ga that I founded in February of 2018 has acquired the New Perry Hotel, as the Executive Director I would like to have a temporary office to operate out of until the NPH building is renovated. The purchase of Ball St. residence is in no way affiliated with The HALO Group at this time, other than my personal offering of its use at my discretion for meeting purposes. However, if needed I would establish a 'rental' agreement for HALO to use the space IF the City of Perry insists that signage be used to indicate it is a 'commercial property' in nature.

I would like advisement on whether there is a mixed use commercial zoning option that you feel would best suite not having to keep rezoning this property. I question this because for the first year or two, I would like to set up the small office for operational use, then eventually use as a place to hold small group gatherings, meetings and consultative/tutoring services. However, once the hotel renovations are completed, I would have office space at the NPH and would want to offer the 2 bedroom home as a rental unit, which in turn would increase traffic to downtown district.

I also intend to put a fence around the back yard and put up a small green house. Of course, following the specifications indicated by the City of Perry for Accessory Uses and structures. This is a personal hobby that provides an opportunity to share modified agricultural studies with small groups in the community.

I look forward to your consideration and support,

Respectfully,

Angela cuti

478-955-8119

angelacuti@gmail.com

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the zoning is changed from City of Perry R-1, Single-Family Residential District to City of Perry GU, Government Use District and the city's zoning map is amended accordingly relative to property of CITY OF PERRY, GEORGIA, described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 82, 83 and 84, of the 10th Land District of Houston County, Georgia, and being shown as Tract C-P, containing 61.355 acres, according to a plat of survey prepared by Lee R. Jones, Georgia Registered Land Surveyor No. 2680, dated November 5, 2018, and recorded in Plat Book 80, Page 193, Clerk's Office, Houston County Superior Court. Said plat and the recorded copy thereof is incorporated herein by reference thereto.

Said property is located at 1020 Country Club Road, Perry, Georgia 31069.

SO ENACTED this ___ day of _____, 2019.

CITY OF PERRY, GEORGIA

BY: _____
JAMES E. FAIRCLOTH, JR., MAYOR

ATTEST: _____
ANNIE WARREN, CITY CLERK

1st Reading:

2nd Reading:



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STAFF REPORT

April 2, 2019

CASE NUMBER: RZNE-0011-2019
APPLICANT: The City of Perry
REQUEST: Rezone from R-1, Single-family Residential District, to GU, Government Use District
LOCATION: 1020 Country Club Road; Tax Map No. 0P0410 015000

ADJACENT ZONING/LANDUSES:

Subject Parcel: R-1, Single-family Residential District; portion of former golf course
North: R-1; Single-family residences
South: R-1; Single-family residences
East: R-1; Single-family residences
West: R-1; Single-family residential lots

BACKGROUND INFORMATION: The 61.36 acre parcel is a portion of the former Cherokee Pines golf course which formally closed in early 2018. The property was purchased by the City of Perry in late 2018 for the purpose of developing a passive public park. The requested zoning change to GU, Government Use District, will be consistent with all properties owned by the City.

STANDARDS GOVERNING ZONE CHANGES:

1. *The suitability of the subject property for the zoned purposes.* The property is suitable for residential uses as currently zoned. However, sanitary sewer capacity is not available and the City intends to preserve the property as public open space.
2. *The extent to which the property values of the subject property are diminished by the particular zoning restrictions.* N/A
3. *The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public.* N/A
4. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.* N/A
5. *Whether the subject property has a reasonable economic use as currently zoned.* N/A
6. *The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property.* N/A
7. *Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.* All surrounding areas consist of low-density residential uses. The development of a passive public park is intended to serve the surrounding residential areas.

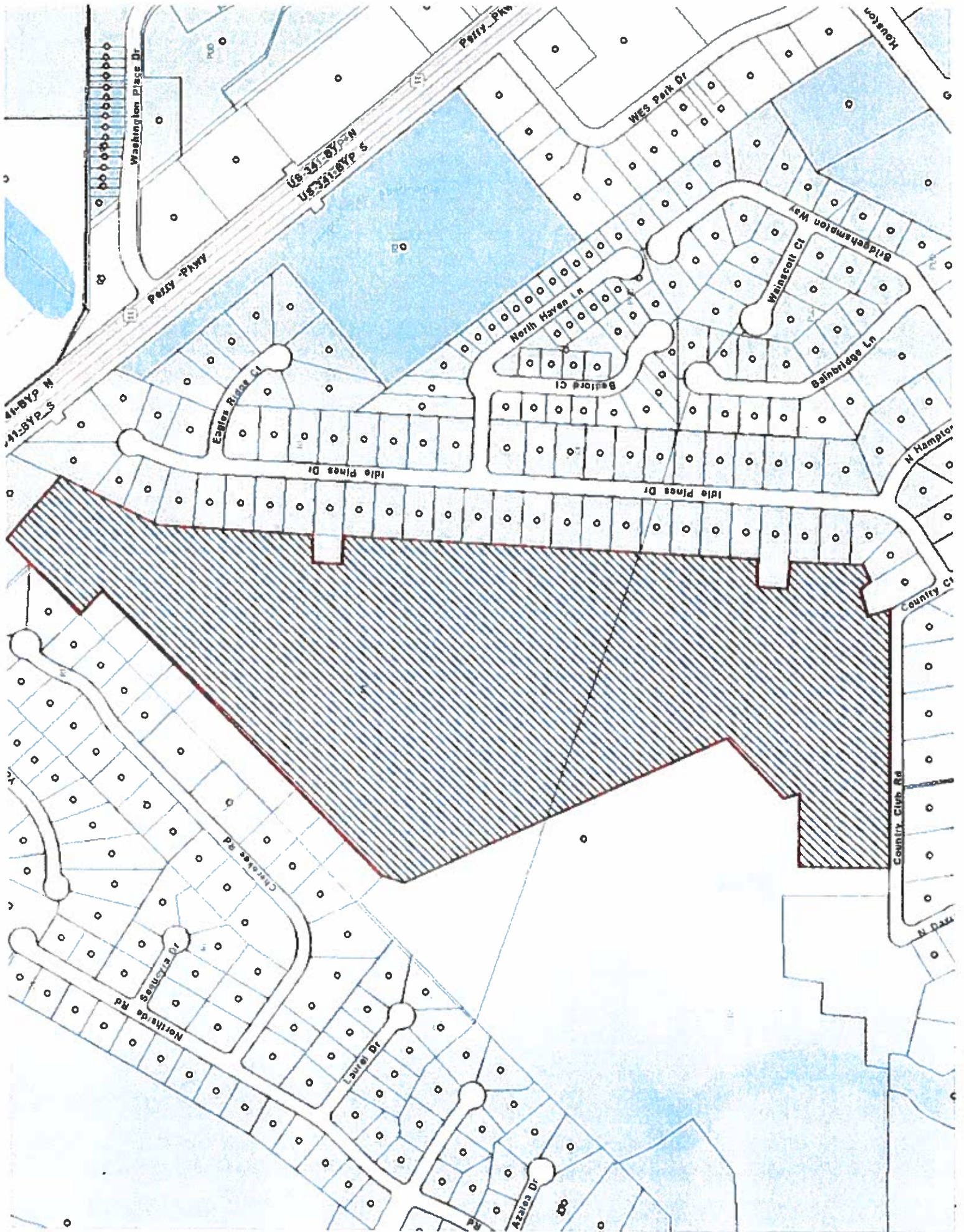
8. *Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.* The development of a passive public park should not adversely affect the existing residential uses surrounding the property.
9. *Whether the zoning proposal is in conformity with the policies and intent of the land use plan.* The 2017 Joint Comprehensive Plan Update identifies the subject property as 'Suburban Residential' which suggests designating areas for parks and recreation, and implementing with the development of pocket parks, and trails/greenway networks.
10. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.* The maintenance of the property as open space will not have any negative impact on community facilities and services.
11. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.* With the closing of the former golf course, the property was available for potential development which could have a significant negative impact on its surroundings. The City intends to maintain the open space which supports the requested zoning change.

STAFF RECOMMENDATION: Based on evaluation of the standards, the City Staff concludes that the GU zoning district is appropriate for the subject property. Therefore, Staff recommends approval of the application to rezone to GU, Government Use District.

PLANNING COMMISSION RECOMMENDATION: Recommended approval of the zoning application as submitted from R-1, Single-family Residential District to GU, Government Use District.


Eric Edwards, Chairman, Planning Commission

4/10/19
Date



New City Park, 1020 Country Club Road





Where Georgia comes together.

Application # RZNE-0011-
2019

Application for Rezoning
Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Bryan Wood for the City of Perry	The City of Perry
*Title	Director of Community Development	
*Address	1211 Washington Street, Perry, GA 31069	Same
*Phone	478-988-2720	
*Email	Bryan.wood@perry-ga.gov	

Property Information

*Street Address or Location	1020 Country Club Road
*Tax Map #(s)	0P0410 015000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property and/or a proposed site plan; C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.

Request


*Current Zoning	District R-1, Single-Family Residential	*Proposed Zoning	District GU, Government Use
*Please describe the existing and proposed use of the property The property is a portion of a former private golf course. The City of Perry purchased the property in late 2018 and intends to use the property as a public park.			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$130.00 plus \$15.00/acre (maximum \$1,550.00)
 - Planned Development - \$150.00 plus \$15.00/acre (maximum \$2,700.00)
 - Commercial/Industrial - \$230.00 plus \$22.00/acre (maximum \$2,900.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the rezoning). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- An application for rezoning affecting the same parcel shall not be submitted more often than once every six months.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes___ No_X___
If yes, please complete and submit the attached Disclosure Form.

9. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

10. Signatures:

*Applicant 	*Date 3/11/19
*Property Owner/Authorized Agent	*Date

Standards for Granting a Rezoning

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? *No.*
2. Describe the existing land uses and zoning classifications of surrounding properties. *Surrounding properties are zoned R-1, single-family residential district, and developed with single-family detached dwellings.*
3. Describe the suitability of the subject property for use as currently zoned. *Limited sanitary sewer capacity in the area limits the ability to develop the property for uses other than open space.*
4. Describe the extent to which the value of the subject property is diminished by the current zoning designation. *The City has no intention to develop the property for any use other than a public park.*
5. Describe the extent to which the diminished property value promotes health, safety, morals, and general welfare of the public. *A public park promotes health, safety, morals and general welfare of the public.*
6. Describe the relative gain to the public compared to any hardship imposed on the property owner. *The use of the property as a public park will greatly benefit the public as opposed to potential residential development.*
7. Describe how the subject property has no reasonable economic use as currently zoned. *The City has no intention to develop residential uses on the property.*
8. How long has the subject property been vacant as currently zoned, considering development in the vicinity? *The property was part of a golf course under private ownership which closed.*
9. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties. *The City intends to develop the property as a park which preserves open space in the middle of a densely populated area of the City. The GU zoning designation permits parks and other governmental functions.*
10. Describe why the proposed zoning district will not adversely impact the use of surrounding properties. *The GU classification is consistent with all City-owned parcels and allows the development of park space.*
11. Describe how the proposed zoning district is consistent with the Comprehensive Plan. *The property is identified in the 2017 Joint Comprehensive Plan as "Suburban Residential". Suggested land use designations include "Public/Institutional" and "Parks/Recreation". Suggested implementation measures include "Pocket parks; Bikeway plans; Trails and greenway networks; and sidewalk and pedestrian network design."*
12. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services. *The land is located in an area where available sanitary sewer lines are at capacity. The development of a public park will have little to no impact on sanitary sewer. Other facilities and services are adequate to service a public park.*
13. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district. *The former golf course closed in 2018 leaving the future of the property in question. The City purchased approximately 61 acres of this property to preserve open space.*

Revised 1/10/2018

For Office Use (receipt code 204.1)

Date received 3/11/19	Fee paid N/A	Date deemed complete 3/11/19	Public Notice Sign 03/22	Legal Ad Plu 410-204/n	County Notification N/A
Notice to Applicant 4/4/19	Routed to PC 4/4/19	Date of PC 4/8/19	Date of Public Hearing 5/7/19	Date of Council action 5/21/19	Notice of action

Bid Submittal Summary Sheet

Bid Title/Number: 2019-24 Light Towers

M&CC Meeting Date: 5/21/2019

Funding Source: General Fund

Budgeted Expense? No

of Vendors Contacted: 11

Responsive Bidders:	Bid Amount
Evergreen Specialty Services	\$ 28,780.00
United Rentals North America	\$ 29,564.84
Safety Zone Specialists	\$ 32,781.40
Dana Safety Supply	\$ 33,031.56
Ramsey Bleise Corp dba Leete Generators	\$ 33,591.00
Air Compressor Sales Inc	\$ 34,620.00
Kraft Power Corporation	\$ 35,283.25
Morseman Equipment Company Inc	\$ 45,288.00
Bell Electrical Supply Co	\$ 47,600.00

Posting Sources:

City of Perry's Website: www.perry-ga.gov

GA Procurement Registry: <https://ssl.doas.state.ga.us/PRSapp/>


Department Recommendation:

Vendor: Evergreen Specialty Services

Amount: \$ 28,780.00

Department: Fire

Department Representative: Kirk Crumpton, Battalion Chief


Signature: 

Purchasing Agent Recommendation:

Vendor: Evergreen Specialty Services

Amount: \$ 28,780.00

Purchasing Agent: Mitchell Worthington, Asst. Finance Dir.

Signature: 

**Georgia Department of Community Affairs
2019 Community HOME Investment Program
Sub-Recipient Grant Agreement**

This Grant Agreement ("Agreement") is made and entered into by and between the Georgia Housing and Finance Authority ("GHFA") and the City of Perry, Georgia ("Grantee"), for the purpose of providing funding to the Grantee to implement the HOME-funded activities as described in the 2019 Community HOME Investment Program ("CHIP") Program Description ("Program Description") and use the funds for the activities set out in the Grantee's Application to meet the requirements of the Notice of Funding Availability under which the funds were awarded.

WITNESSTH THAT:

WHEREAS, the Georgia Department of Community Affairs (DCA) administers CHIP on behalf of GHFA, including the issuance of the Program Description, the review and selection of applications submitted in response to the Program Description, the disbursement of CHIP funds to selected Grantees, and the determination of compliance with the HOME Regulations at 24 CFR Part 92, the Program Description, and any CHIP manuals or policies issued for CHIP; and

WHEREAS, GHFA has designated funds for CHIP from its federal HOME Investment Partnership Program (HOME) monies; and

WHEREAS, the Grantee has applied for funds under the Program Description and has been determined to be an Eligible Applicant as defined in the Program Description and has been selected by DCA for an award of funds; and

WHEREAS, GHFA and the Grantee desire to establish their respective rights, duties, and responsibilities for the release of HOME funds under CHIP and the Grantee's implementation of activities in accordance with the Program Description.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and conditions herein, it is agreed as follows:

**SECTION 1
Duration and Contract Benchmark Conditions**

The duration of this Agreement is two years and shall begin on August 1, 2019 and end on July 31, 2021 with required benchmarks that must be met within the first twelve months or the grant will be canceled. The required benchmarks are: The contract with DCA must be fully executed and all project pre-setups must be approved by DCA by July 31, 2020. However, the Agreement may be terminated by either party by written notice of such intent submitted ten (10) business days in advance of the termination date.

SECTION 2
Expenditure Deadline and Close Out

In accordance with the Program Description, all project funds associated with an eligible activity must be committed in the Integrated and Disbursement and Information System (IDIS) of the U.S. Department of Housing and Urban Development (HUD) or any successor system mandated by HUD, and expended by July 31,2021, a date which is twenty-four (24) months of the start date of the term of the Agreement.

Following the expenditure of funds deadline, the Grantee must complete all close out processes of the program as required by the Final HOME Rule, the Program Description, and applicable CHIP manuals prior to the expiration date of this Agreement.

SECTION 3
Grantee Designation under the HOME Program and Program Description

The Grantee will act as a Sub-recipient for the receipt of CHIP funds and will assume all responsibilities included in the HOME Final Rule at 24 CFR Part 92 and the Program Description, and applicable CHIP manuals.

SECTION 4
Funding

Amount of Funding. Subject to the terms and conditions set forth in this Agreement, GHFA agrees to provide up to \$ 300,000, of CHIP funds ("Project Funds") for eligible project-related costs. As set forth in Section 15, GHFA will disburse the funds over time, subject to DCA's approval of draw requests submitted by Grantee in accordance with DCA's procedures.

Use of Grant. Grantee agrees that it shall use the Project Funds to pay only for reasonable and necessary expenses associated with the activities provided in Appendix A to this Agreement and in accordance with the provisions of the HOME program regulations and the Program Description.

SECTION 5
General Programmatic Responsibilities

The Grantee shall be responsible for the administration of CHIP funds in accordance with the Program Description and for taking actions necessary to successfully carry out all planned program activities. The Grantee further agrees to assume responsibility for compliance with all applicable State and Federal laws and regulations.

The Grantee agrees to be responsible for the execution of all necessary legal documents and other written agreements related to lending of or distributing of CHIP funds in accordance with its Application, the Program Description, and related CHIP manuals, and in compliance with HOME program requirements for written agreements at 24 CFR §92.504. The Grantee shall use the loan closing documents prescribed by DCA.

The Grantee agrees to manage the day-to-day operations of its CHIP-funded program and to monitor all activities to assure compliance with all HOME Regulations, all requirements of the Program Description and related CHIP manuals and all other applicable federal, state and local laws and regulations. The Grantee shall furnish to DCA any and all reports, forms, and documents as required by the HOME Regulations, the Program Description, and other CHIP manuals. The Grantee shall ensure that all units assisted with CHIP funds are in compliance with the eligibility and occupancy requirements as set forth in the HOME regulations, the Program Description and all applicable CHIP manuals.

The Grantee agrees to perform, monitor and keep records of all of the activities the Grantee is required to perform as set forth in the Program Description and related CHIP manuals

All homeowners or home buyers receiving CHIP funds will be required by the loan documents to procure and maintain for the period of affordability or the term of the loan, whichever is longer, general hazard insurance, insuring the Eligible Properties against fire and all other reasonable hazards as may be required by the Grantee. If the subject property is located in a FEMA designated Flood Hazard Zone, then the homeowner or home buyer must also secure a certified Flood Insurance Policy. A copy of said Insurance Policy, which names GHFA as mortgagee, shall be retained by the Grantee. In addition, whenever the scope of work requires that the homeowner or other residents vacate the premises, the Grantee shall require the general contractor to maintain a builder's risk policy.

SECTION 6

Affordability

All housing assisted with CHIP funds must meet the affordability requirements in accordance with 24 CFR §92.252 and 24 CFR §92.254, as applicable, of the HOME Final Rule.

The Grantee agrees to monitor for compliance with the affordability requirements through the entirety of the period of affordability in accordance with 24 CFR §92.252 and 24 CFR §92.254, as applicable. Any funds expended which do not meet the affordability requirements of 24 CFR §92.252 and 24 CFR §92.254, as applicable, for the specified time period must be repaid by the Grantee to GHFA.

SECTION 7
Program Income and Recaptured Funds

All recaptured funds generated from the CHIP activities performed by the Grantee is to be repaid to GHFA in accordance with the terms of the Program Description, and the loan closing documents required by DCA for the use of CHIP funds.

The Grantee agrees to use any program income generated by the expenditure of the CHIP funds for additional HOME-eligible housing development activities in accordance with the requirements of the Final HOME Rule and the DCA CHIP Program Income Policies and Procedures established within the CHIP Administrative Manual. All program income funds must be expended first before receiving any additional HOME funds from GHFA.

SECTION 8
Uniform Administrative Requirements

The Grantee must comply with the applicable uniform administrative requirements as described in 24 CFR §92.505 of the HOME Final Rule.

SECTION 9
Georgia Security and Immigration Compliance Act
O.C.G.A. §50-36-1

The Grantee must comply with O.C.G.A. §50-36-1 to verify the lawful presence in the United States of any applicant for public benefits in accordance with the applicable provisions and deadlines established in O.C.G.A. §50-36-1 and any requirements established within the CHIP Administrative Manual.

SECTION 10
Illegal Immigration Reform and Enforcement Act of 2011
O.C.G.A. §13-10-91

The Grantee must comply with O.C.G.A. 24 §13-10-91 to ensure that any individual, firm or corporation which is engaged in the physical performance of services under this Agreement must be registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A §13-10-91 and any requirements established within the CHIP Administration Manual.

SECTION 11
Prohibition on Immigration Sanctuary Policies by Local Governmental Entities
O.C.G.A. § 36-80-23

No local governing body, whether acting through its governing body or by an initiative, referendum, or any other process, shall enact, adopt, implement, or enforce any regulation, rule, policy, or practice adopted by a local governing body which prohibits or restricts local officials or employees from communicating or cooperating with federal officials or law enforcement officers with regard to reporting immigration status information while such local official or employee is acting within the scope of his or her official duties.

SECTION 12
Drug-free Workplace

The Grantee hereby certifies as follows:

- (i) Grantee will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
- (ii) Grantee shall provide its employees a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement; and
- (iii) Grantee will secure from any subcontractor hired to work on any job contemplated under this Agreement the following written certification: "As part of the subcontracting agreement with (Grantee's Name), (Subcontractor's Name) certifies to the Grantee that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

SECTION 13
Certification Regarding Sales and Use Tax

By executing the Agreement, the Grantee certifies it is either (a) registered with the State Department of Revenue, collects, and remits State all sales and use taxes required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Grantee also acknowledges that GHFA may declare the Agreement void if the above certification is false.

SECTION 14
Project Requirements

The Grantee must carry out all activities as provided in Appendix A of this Agreement in compliance with the project requirements stated in the Program Description and Subpart F of the HOME Final Rule, as applicable to the type of project assisted.

As applicable, all home buyer units must have ratified sales contracts within nine (9) months of the issuance of a certificate of occupancy for the unit or the unsold unit must be converted to a HOME-funded rental unit.

SECTION 15
Other Program Requirements

The Grantee must carry out each activity as provided in Appendix A of this Agreement in accordance with the laws and regulations described in subpart H of the HOME Regulations (24 CFR §92.350 *et seq.*), except the Grantee shall not have any responsibility under 24 CFR §92.352 for DCA's release of funds or under 24 CFR §92.357 for the intergovernmental review required by that section. Such activities must be carried out in compliance with the Program Description and related manuals.

SECTION 16
Affirmative Marketing

The Grantee shall comply with the affirmative marketing requirements of 24 CFR §92.351 of the HOME Final Rule and the Affirmative Marketing Plan prepared by the Grantee and approved by DCA.

SECTION 17
Requests for Disbursement of Funds

All requests by the Grantee for the disbursement of CHIP funds must be made in accordance with the CHIP Administrative Manual. Under no terms shall the Grantee request disbursement of funds until such time that the funds are needed for payment of eligible costs. In addition, the amount of each request must be limited to the amount needed.

SECTION 18
The Federal Funding Accountability and Transparency Act of 2006

The Grantee agrees to perform all reporting required by the Federal Funding Accountability and Transparency Act (FFATA) (Public Law 109-282) as amended.

SECTION 19
Language Access Plan

Title VI of the Civil Rights Act of 1964 and Executive Order 13166 require that the Grantee employ timely and reasonable measures to provide Limited English Proficient (LEP) persons in its community with a meaningful opportunity to participate in the benefits of CHIP-funded program activities. In furtherance of this objective, Grantee agrees that pursuant to a schedule that will be provided by DCA, Grantee will 1) conduct a four-factor analysis endorsed by HUD to make an overall assessment of its LEP individuals, 2) develop and submit a Language Access

Plan (LAP) that must be approved by DCA, and 3) provide appropriate language assistance to LEP persons in delivering CHIP funded program benefits through the execution of its approved LAP.

SECTION 20

Reports and Records

The Grantee acknowledges that DCA must satisfy certain recordkeeping and reporting requirements under the HOME Regulations. The Grantee shall maintain all records related to the Project Funds in accordance with the requirements of 24 CFR §92.508 of the HOME Final rule and related CHIP manuals. The Grantee shall maintain such records accurately and consistently. Said books, records and accounts shall be separate from any general accounting records which the Grantee may maintain in connection with the Grantee's general business activities. Grantee agrees that DCA, HUD, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any and all said books, records and accounts of the Grantee for whatever purposes. The Grantee shall prepare all such reports required in the CHIP Administrative Manual or that may be required from time-to-time by DCA in sufficient detail so that DCA may meet its requirements. These reports will include, but are not limited to:

- a. A full description of each property assisted with CHIP Funds ("Eligible Property") assisted with Homeowner Rehabilitation Assistance, including the amount of the assistance;
- b. Documentation that after construction of each Eligible Property assisted by a Homeowner Rehabilitation activity the Eligible Property satisfies the property standards as set forth in 24 CFR §92.251;
- c. Documentation of the race, ethnicity, age, household size, and gender of all Borrowers;
- d. Documentation of the race, ethnicity, age, and gender of all principals of the businesses (general contractors and subcontractors) involved in the rehabilitation of any Eligible Property;
- e. Documentation of compliance with the affirmative marketing plan as set forth in 24 CFR §92.351 and the MBE/WBE plan described in 24 CFR §92.351;
- f. Documentation demonstrating that each Eligible Property assisted is in compliance with The Lead Based Paint Poisoning Prevention Act, 42 U.S.C. §4821, et seq.;
- g. Documentation of performance with the Grantee's Section 3 Plan and Section 3 of the Housing and Urban Redevelopment Act of 1968.

- h. Documentation that no general contractor and/or subcontractors who performed any portion of the rehabilitation of an Eligible Property were debarred or suspended as set forth in 24 CFR Parts 24 and 91;
- i. Documentation of the Grant's Tier 1 and Tier 2 compliance with the National Environmental Protection Act.
- j. Documentation as to whether or not flood insurance is part of a Down Payment Assistance activity as set forth in the HOME Regulations, the Program Description, and required CHIP manuals, and applicable documentation of said flood insurance;
- k. Documentation of compliance with the Georgia Security and Immigration Compliance Act as provided in O.C.G.A. §50-36-1, the Program Description, and required CHIP manuals;
- l. Documentation of compliance with the Illegal Immigration Reform and Enhancement Act of 2011 as provided in O.C.G.A. §13-10-91, the Program Description, and required CHIP manuals;
- m. Documentation of compliance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement;
- n. Documentation of compliance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities as provided in O.C.G.A. § 36-80-23
- o. Documentation of compliance with the Section 504 federal civil rights law under the Rehabilitation Act of 1973, the Program Description, and required CHIP manuals;
- p. Documentation of compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166., the Program Description, and required CHIP manuals by preparing a timely Language Access Plan;
- q. Documentation of compliance with Title II of the Americans with Disabilities Act of 1990 (ADA), the Program Description, and required CHIP manuals;
- r. Documentation of compliance with Section 808(d) of the Fair Housing Act, the Program Description, and required CHIP manuals.

Further, the Grantee shall assist DCA in any reasonable manner to enable DCA to submit management reports and its HOME Annual Performance Report or Consolidated Annual Performance and Evaluation Report in such format and at such time as HUD may prescribe.

The Grantee agrees to also submit to DCA an annual audit report which complies with the single audit act requirements as set forth in OMB circular A-133.

SECTION 21
Breaches and Remedies

If the Grantee breaches the requirements of this Agreement or the applicable HOME Regulations DCA shall inform the Grantee of the actions the Grantee must take to correct the breach. DCA, at its sole discretion, may set the time period within which Grantee shall cure the breach. Upon any material breach of this Agreement or the Grantee's failure to cure any other breach, DCA, at its sole discretion, may take any or all of the following actions: (1) immediately terminate or suspend this Agreement in accordance with 24 CFR 85.43; (2) disallow any further disbursement of CHIP funds; (3) require the Grantee to repay to DCA all or any portion of the CHIP funds; (4) require the Grantee to turn over all pertinent records and information relating to the Grantee's Program; (5) select another administrator to oversee the operation of the Grantee's Program; and (6) take any and all action in law, equity or otherwise which it deems necessary or advisable. The rights and remedies of DCA shall be cumulative. Any election of a right or remedy will not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. The rights and remedies available to DCA in the event of a suspension or termination of this Agreement will survive such suspension or termination.

The Grantee agrees to avoid conflicts of interest in accordance with DCA policy, State law, provisions outlined in 24 CFR §85.36 and 24 CFR §84.42, 24 CFR 92.356, and must follow instructions provided in the Program Description and Administrative Manual and other written guidance provided by DCA. Further, Grantee warrants and represents that no member, employee, officer, agent, consultant, or official of Grantee, nor any member of their immediate family or business associates, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or any proceeds or benefits arising there from. Grantee has certified in its application to DCA that no such conflict exists and said certification is a covenant and warranty of this Agreement. Grantee shall also require each Eligible Borrower to certify that no such conflict exists.

SECTION 22
Reversion of Assets

Upon expiration or termination of this Agreement, if Grantee has any CHIP funds in its possession or under its control or any accounts receivable attributable to the use of the CHIP funds, Grantee shall promptly transfer those funds or assets to GHFA.

SECTION 23
Other Agreements

Before the Grantee may disburse funds received under this Agreement to a third party, the Grantee and such third party the third party must enter into a written agreement with the Grantee which meets the applicable requirements in 24 CFR §92.504(c). The term "third party" includes any homeowners, home buyers, Administrators as defined in the Program Description,

or other contractors who are providing services to the Grantee. This Agreement is only for the benefit of GHFA and Grantee. No third party shall have any rights or interest in this Agreement.

SECTION 24
Indemnification

Grantee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, GHFA, DCA, their directors, officers, agents, and employees of and from any and all claims, demands, liabilities, losses, costs or expenses caused by, growing out of or happening in connection with the performance of this Agreement, or any property or household assisted with any CHIP funds.

SECTION 25
Conflicts and Amendments

If there is any conflict between this Agreement and the HOME Final Rule, the HOME Final Rule shall control, and Grantee acknowledges and agrees that it must comply with the HOME Regulations applicable to it and its use of the HOME funds. However, if this Agreement is more restrictive than the HOME Regulations, this Agreement shall control unless the HOME Regulations specifically prohibit such greater restriction. The parties agree that this Agreement shall be amended, if necessary, to comply with the HOME Final Rule or the Program Description.

SECTION 26
Additional Terms and Conditions

This Agreement is made and entered into in the State of Georgia and all questions relating to its validity, constructions, performance and enforcement shall be governed by the laws of the State of Georgia and is the entire Agreement between the parties and may not be modified or amended except by written document signed by all parties.

In the event that a court of competent jurisdiction shall make final determination that any of the terms, provisions, covenants or conditions (hereinafter collectively referred to as "provisions") contained herein are invalid, then such provision(s) shall be void and of no force or legal effect and shall be severed from this Agreement and all other provisions of this Agreement shall remain in effect.

Time is of the essence with this Agreement.

SECTION 27
Notices

All notices to the Grantee shall be sufficient if made in writing and deposited in the U.S. mail or if delivered through a private courier to the address of the Grantee listed below or at such

other address as the Grantee may notify DCA in writing. Mailed notices to the Grantee shall be considered to have been given at the time they are delivered or deposited in the mail. Notwithstanding the foregoing, any notice in fact received shall be sufficient. All notices to DCA shall be effective when the written notices is received in hand by DCA at the address set forth below or such other address specified by DCA in writing to the Grantee.

(a) Notices and communications to DCA:

Attn: CHIP Program Manager
Georgia Department of Community Affairs
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231
Primary Phone: (404) 852-2160
Email: CHIP@dca.ga.gov

(b) Notices and communications to the Grantee:

To be filled in by the Grantee:

Name:

Title:

Address:

Phone number:

Email address:

SECTION 28

Warranties, Representations and Certifications of the Grantee

- a. The Grantee warrants that it is duly organized, validly existing and in good standing under the laws of the State of Georgia; that it has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with the HOME Regulations, the Program Description, and the Administrative CHIP Manual, and all applicable federal and state laws and regulations; that a resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Grantee, authorizing the execution and delivery of this Agreement by the Grantee and authorizing and directing the person executing this Agreement to do so for and on behalf of Grantee; and that said acts were done in such a manner and form as to comply with all applicable laws to make this Agreement the valid, enforceable and legally binding act and agreement of Grantee.
- b. The Grantee warrants that there is no action, proceeding, or investigation now pending, nor any basis known or believed by Grantee to exist for such an action, proceeding, or investigation, which: (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of

Grantee or which would materially and substantially impair the Grantee's ability to perform any of the obligations imposed upon the Grantee by this Agreement.

- c. Grantee warrants and represents that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, suspension, declared ineligible, or voluntarily excluded from participation in this transaction or the DCA Program by any federal department or agency. Grantee will also require each Eligible Borrower and selected contractor to certify that he or she is not currently debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction or by any other federal department or agency.
- d. Grantee warrants and represents that:
 - (i) No federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (ii) 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 any employee of a Member of Congress in connection with this Agreement, Grantee shall complete and submit HUD Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (iii) Grantee will 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.
- e. Grantee, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Agreement. Grantee certifies that Grantee 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.
- f. All representations and warranties made under this Agreement shall be deemed to be made, and shall be true and correct, at and as of the Effective Date. All representations and warranties made under this Agreement shall survive the execution hereof.

SECTION 29
Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no representations, either oral or otherwise, other than those expressly set forth herein. No amendments or modification of this Agreement shall be binding unless both parties agree to said modification in writing.

Signatures on the Following Page

IN WITNESS WHEREOF, this Agreement is entered into on the date of execution by and between:

Grantee

:

By:

Name:

Title:

Attest:

Name:

Title:

Sworn to and subscribed before me, this
_____ day of _____, 20__.

Notary Public

My Commission Expires:

(NOTARY SEAL)

Georgia Housing and Finance Authority

By:

Name:

Laurel Hart

Title:

Director, Housing Finance and
Development Division

Attest:

Name:

Dean Nelson

Title:

CHIP Program Manager

Sworn to and subscribed before me, this
_____ day of _____, ____.

Notary Public

My Commission Expires:

(NOTARY SEAL)

**Georgia Department of Community Affairs
2019 Community HOME Investment Program
Sub-recipient Grant Agreement
Appendix A**

Grantee Name:	City of Perry	
Grant Number:	2019-118	
Grant Term:	August 1, 2019 – July 31, 2021	
Approved Activities:		
	Yes	No
Homeowner Rehabilitation Assistance Only:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
New Construction & Homeowner Rehabilitation Assistance:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
New Construction Only:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Approved Budget:		
Homeowner Rehabilitation Assistance Project Funds:	\$ 300,000	
New Construction and/or Rehabilitation of Vacant Homes for Sale to Eligible Homebuyers Project Funds:	\$ 0	
Total Award:	\$ 300,000	
Total Households to be Assisted:		
Total Households To Receive Homeowner Rehabilitation Assistance:	8	households
Total Households to buy newly constructed homes:	0	households
Assistance Structure- Homeowner Rehabilitation Assistance Activities:		
<input checked="" type="checkbox"/>	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Stick-built or Modular Housing:	\$1,000 - \$49,000
<input checked="" type="checkbox"/>	Construction Project Delivery Cost Grant Limit:	Maximum of \$4,000
<input checked="" type="checkbox"/>	Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$49,000 Less Project Delivery Costs
<input checked="" type="checkbox"/>	Manufactured Housing Eligible in Program Design:	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
<input checked="" type="checkbox"/>	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Manufactured Housing:	\$1,000 - \$8,000
<input checked="" type="checkbox"/>	Project Delivery Grant Limit for Manufactured Housing:	Maximum of \$1,000
<input checked="" type="checkbox"/>	Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$8,000 Less Project Delivery Costs
Assistance Structure-New Construction Activities:		
<input type="checkbox"/>	Developer's Fee	Maximum of 15% or \$20,000
<input type="checkbox"/>	Construction Project Delivery Cost Grant Limit:	Maximum of 5% per project
Additional Program Design Elements for New Construction Activities :		
<input type="checkbox"/>	Grantee will incorporate the use of energy audits in the assessment of all work completed.	
<input type="checkbox"/>	Grantee will require the completion of visitability improvements identified in OCGA 8-3-172 within all units receiving assistance to the extent compatible with the rehabilitation work proposed.	

<input type="checkbox"/>	Must meet HUD's Uniform Physical Conditions Standards (UPCS)
Match:	
<input checked="" type="checkbox"/>	Grantee does not propose a contribution of eligible HOME match to the program.
<input type="checkbox"/>	Grantee will generate a local contribution of match eligible under §92.220 of the Final HOME Rule in the amount of:

**Georgia Department of Community Affairs
2019 Community HOME Investment Program
Sub-Recipient Grant Agreement
Appendix B
General Conditions**

Grantee Name:	City of Perry		
Grant Number:	2019-118		
Original Issuance:	July 1,2019	Amendment #:	

Before commencing with any activities that will result in the expenditure of funds under this grant, the Grantee must provide appropriate documentation and receive DCA approval that the following General Conditions have been cleared by DCA:

Approval Status

Federal Requirements

- | | |
|--|---------------------|
| <p>1. In order to comply with the National Environmental Protection Act (NEPA) and clear this contract condition, the State Recipient must have a cleared Tier 1 Broad Level Environmental Review completed. The State Recipient may not initiate any work that will have a physical impact on any property to be served until completion of the Tier Two Site Specific Environmental Review is completed and approved by DCA staff on a project-by-project basis.</p> | <i>Not Approved</i> |
| <p>2. In compliance with 24 CFR 92.351 of the HOME Rule, the Grantee must make reasonable efforts to affirmatively further fair housing practices and must develop and adopt as part of their local CHIP policies and procedures an Affirmative Fair Housing Marketing Plan. DCA must approve the AFHMP.</p> | <i>Not Approved</i> |
| <p>3. In compliance with 24 CFR 92.351 of the HOME Rule, the Grantee must make reasonable efforts to encourage the use of minority and women owned business enterprises (MBE/WBE) and must adopt as part of their local CHIP policies and procedures an MBE/WBE Outreach Plan. The MBE/WBE Outreach Plan must be approved by DCA.</p> | <i>Not Approved</i> |
| <p>4. In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, the Grantee must take timely and reasonable steps to provide Limited English Proficient (LEP) persons with meaningful access to programs and activities funded by the federal</p> | <i>Not Approved</i> |

government and awarded by DCA. The Grantee must provide a Language Access Plan (LAP) and DCA must approve the LAP.

5. A person is on staff or under contract that has a Lead-based Paint Visual Assessment Certificate. *Not Approved*

6. The Grantee has adopted a plan for the recruitment of businesses and employees targeted under Section 3 of the Housing and Urban Development Act of 1968 and such plan has been approved by DCA. *Not Approved*

7. At least one person is on staff of the Grantee or under contract to the Grantee who has a minimum of three (3) years of experience as a professional construction inspector or as a professional in a related field, such as architecture, engineering, construction supervision, building or housing code inspection, or a similar field. Such inspector must be approved by DCA to conduct HUD's Uniform Physical Conditions Standards (UPCS) inspections. *Not Approved*

8. Acknowledge to provide CHIP assistance according to the property value limits for homeownership activities, as outlines in 24 CFR §92.254(a)(2)(iii) of the HOME Final Rule published on July 24, 2013. No home receiving assistance will have an after-rehabilitation value that exceeds 95 percent of area median purchase price for existing single-family units, as issued by HUD. The after rehabilitation value will be established prior to any rehabilitation work being performed. *Not Approved*

9. In accordance with the Federal Funding Accountability and Transparency Act (FFATA) State recipients and sub-recipients receiving federal funds must register with Dun and Bradstreet (D & B) to obtain a D-U-N-S number and complete or renew their registration in the Central Contractor Registration. Completing these registration processes is free, but may take up to 10 days to complete. A D-U-N-S number and confirmation that your agency is active in SAM is required as part of this year's application. *Not Approved*

State of Georgia Requirements

10. In accordance with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91, which requires public entities that provide public benefits to report annually to DCA, the Grantee must be *Not Approved*

compliant with the reporting requirements of O.C.G.A. §13-10-91.

11. In accordance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23, Grantees must be compliant with the requirements of O.C.G.A. § 36-80-23. *Not Approved*
12. In accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq, Grantees must be complaint with the requirements of O.C.G.A. § 50-24-1 et seq throughout the duration of this Agreement; *Not Approved*

**Georgia Department of Community Affairs Community HOME Investment Program (CHIP)
Requirements**

13. In accordance with State of Georgia Procurement Requirements as provided in O.C.G.A. 36-80-26, Grantees must follow the procurement standards when entering into contracts for grant application submission and administration. Provide signed and dated DCA addendum to CHIP administrative Services Contract and evidence of compliance with procurement requirements Not applicable if the grantee is not contracting with a grant administrator *Not Approved*
14. The Grantee has adopted the CHIP policies and procedures for homeowner rehabilitation and new construction designed by DCA in accordance with the requirements of the 2019 CHIP manuals, HUD, and other required federal & state regulations. The CHIP manual should be used in conjunction with your already accepted design based on your approved 2019 application. *Not Approved*
15. The Grantee has adopted written rehabilitation and new construction standards designed by DCA in accordance with the requirements of the 2019 CHIP manuals, HUD, and other required federal and state regulations. *Not Approved*
16. The grant term is two years from August 1, 2019 through July 31, 2021. Attach a schedule of grant activities and completion deadline goals to fully complete each project by the July 31, 2021 deadline. Refer to Section 1, Duration and Contract Conditions, of the Agreement for required benchmarks that must be met. *Not Approved*



Where Georgia comes together.

The City of Perry's "Perry Water Battle"

Organization hosting event: The City of Perry Government

Event Coordinator: Nastasha "Anya" Edgley-Turpin, Special Events Coordinator

Name of Event: The Perry Water Battle

Date(s) of event: Saturday, June 29th

Event Start & End: Noon-1PM

Event Description: On Saturday, June 29th from Noon through 1 PM, the City of Perry will once again be hosting the "Perry Water Battle" which invites the young and young at heart from throughout our community to participate in an all-out water battle complete with firetrucks, slip'n'slides, waterslides, squirt guns, water balloons, toddler pools and more! We will wrap up the event with a free lunch to the first 200 participants.

Council Action Requested:

- Approval of event to be hosted on public property at Rozar Park

City Services Requested:

Personnel/Support Requested:

- Fire Department to provide sound system for event
- Fire Department to provide machinery, equipment and staff for event
- Public Works to provide staff for event



Where Georgia comes together.

The City of Perry's "Perry Presents" Application

Organization hosting event: The City of Perry Government

Event Coordinator: Nastasha "Anya" Edgley-Turpin, Special Events Coordinator

Name of Event: Perry Presents

Date(s) of event: Friday, June 20th, Friday, July 26th, Friday, August 23rd

Event Start & End: 7-9 PM

Event Description:

The City of Perry will be hosting a Summer Series of free Lawn Concerts at Heritage Park for the community and visitors to enjoy an evening in Perry as they kick off their weekend! Each event in this series will feature one band, playing from 7-9 PM and will be advertised as a BYOB event – encouraging attendees to bring their own beverages (no glass containers), picnic meals, as well as seating in the form of chairs or blankets.

Council Action Requested:

- Approval of event to be hosted on public property at Heritage Park
- Permission to host a BYOB event on public property at Heritage Park

City Services Requested:

Personnel/Support Requested:

- Police to provide personnel for this event