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AGENDA
REGULAR MEETING OF THE PERRY CITY COUNCIL
September 17, 2019
6:00 P.M.

1. Call to Order: Mayor Pro Tempore Willie King, Presiding Officer.
2. Roll.
3. Invocation and Pledge of Allegiance to the Flag: Mayor Pro Tempore Willie King
4. Presentation(s) / Recognition(s):

4a. Recognition of Lt. Gerald Michel for 10 years of service – Chief L. Parker

5. Community Partner(s) Update(s):
6. Citizens with Input.
7. Public Hearings: Mayor Pro Tempore Willie King

The purpose of these Public Hearings is 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).

7a. REZN-71-2019. Applicant, The City of Perry, requests a text amendment addressing Brewpubs, Breweries, Distilleries, Religious Institutions, Schools, Truck Stops, and Condition Uses – Mr. B. Wood.

8. Review of Minutes: Mayor Pro Tempore Willie King
- 8a. Council's Consideration – Minutes of the September 3, 2019 pre council meeting and September 3, 2019 council meeting.
9. Old Business:

9a. Ordinance(s) for Second Reading(s) and Adoption:

1. **Second Reading** of an ordinance relative to the rezoning of property from RAG, Residential-Agricultural District (county) to R-1, Single-family Residential District (city). The property is located at 333 Langston Road, Tax Map No. 000550 006000 - Mr. B. Wood.

2. **Second Reading** of an ordinance relative to the annexation of property from RAG, Residential-Agricultural District (county) to R-1, Single-family Residential District (city). The property is located at 333 Langston Road, Tax Map No. 000550 006000 - Mr. B. Wood.
- 9b. Authorize an independent agreement for election machine and monitoring – Mr. L. Gilmour.
10. **Any Other Old Business:**
 - 10a. Mayor Pro Tempore Willie King
 - 10b. Council Members
 - 10c. City Manager Lee Gilmour
 - 10d. Assistant City Manager Robert Smith
 - 10e. City Attorney Brooke Newby
11. **New Business:** Mayor Pro Tempore Willie King
 - 11a. **Matters referred from September 16, 2019 work session and September 17, 2019 pre council meeting.**
 - 11b. **Ordinance(s) for First Reading(s) and Introduction:**
 1. **First Reading** of a text amendment addressing Brewpubs, Breweries, Distilleries, Religious Institutions, Schools, Truck Stops, and Conditional Uses - Mr. B. Wood. *(No action required by Council)*
 - 11c. **Resolution(s) for Introduction and Adoption:**
 1. Resolution to approve the Policies and Procedures for the 2019 CDBG program – Mr. B. Wood.
 2. Resolution for approval of a Language Access Plan for the 2019 CDBG program – Mr. B. Wood.
 3. Resolution authorizing Council to approve accepting 2019 CDBG grant and authorizing the Mayor to execute the documents – Mr. B. Wood.
 4. Resolution amending City of Perry Fee Schedule – Mr. L. Gilmour
 - 11d. **Award of Bid(s):**
 1. Bid No. 2020-06 Office Furniture for Community Development Suite – Mr. M. Worthington
 2. Bid No. 2020-07 City-Wide HVAC Maintenance – Mr. M. Worthington
 - 11e. Approval of contract for Grant Specialists of Georgia to administer the CDBG

grant – Mr. B. Wood.

- 11f. Approval of professional services agreement between the City of Perry and GWES,LLC relative to Creekwood CDBG Storm Drainage Improvements – Mr. B. Wood.
- 11g. Approve agreement between the City of Perry and the Downtown Development Authority of the City of Perry for natural gas incentive program – Mr. L. Gilmour.
- 11h. Approve sale of surplus park land – Mr. L. Gilmour.
- 11i. Special Events Application(s):
 1. The Perry Main Street Program and Promotions Committee is hosting Sweets and Treats on Downtown Streets, October 31st, from 4:30 pm until 6:30 pm – Ms. H. Myers.
12. Council Members Items:
13. Department Heads/Staff Items.
14. General Public Items:
15. Mayor Pro Tempore 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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STAFF REPORT

From the Department of Community Development

August 7, 2019

CASE NUMBER: REZN-71-2019
APPLICANT: The City of Perry
REQUEST: Text Amendment addressing Brewpubs, Breweries, Distilleries, Religious Institutions, Schools, Truck Stops, and Conditional Uses

STAFF ANALYSIS: The City proposes amending the text of the Land Management Ordinance to address three items:

1. City Council recently adopted an update of its Alcoholic Beverage code. This includes new definitions and regulations for brewpubs, breweries and distilleries. This proposed amendment to the LMO adds definitions of these uses to Section 1-13, Definitions, and includes proposed modification of Section 4-1, Table of Uses. Based on the new definitions, "brewpub" is relocated from the "retail sales and services" category to the "eating establishments" category. Brewpub is proposed as a permitted use in C-1, C-2, C-3, IMU, MUC, and NMU districts. "Brewery and distillery" is added to the "manufacturing and production" category and is proposed as a permitted use in the C-2, M-1 and IMU districts; and as a use by special exception in the C-3 district.
2. Several uses are currently allowed by "conditional use" in the Table of Uses. Conditional uses are those uses that may be allowed administratively, subject to compliance with stated conditions. Conditions for these uses were anticipated to be developed for these uses, but have not. Some conditional uses included specific conditions with the original adoption of the LMO. This amendment seeks to redefine permission for those uses which do not currently have specific conditions associated with them. Staff is recommending the uses either be permitted by right or by special exception, depending on the potential impact in the zoning district.
3. Staff was recently asked to provide a zoning compliance letter for an existing "truck stop". This use type does not exist in the Table of Uses. Staff recommends adding a definition of "Truck stop or travel plaza" to Section 1-13, Definitions, and adding the use type in the category of "industrial services" permitted by right in the C-1, M-1 and M-2 district.

STAFF RECOMMENDATION: Approval of the proposed text amendment.

PLANNING COMMISSION RECOMMENDATION: Approval of the proposed amendment, as presented.


Lawrence Clarington, Vice-Chairperson

8/20/19
Date

Add the following definitions to Section 1-13, Definitions, in the Land Management Ordinance (Appendix A of the Perry City Code):

Brewery means an establishment that manufactures beer and malt beverages. This use type is regulated under the "manufacturing and production" use category in article 4, use regulations.

Brewpub means any eating establishment in which malt beverages are manufactured, as further defined in Sec. 3-1 of the Perry City Code. This use type is regulated under the "eating establishments" use category in article 4, use regulations.

Distillery means an establishment where alcoholic beverages are produced by the distillation. This use type is regulated under the "manufacturing and production" use category in article 4, use regulations.

Truck stop or travel plaza means a use primarily engaged in the maintenance, servicing, storage, parking or repair of over-the-road trucks and similar commercial vehicles, including the sale of motor fuels or other petroleum products, and the sale of accessories or equipment for such vehicles. A truck stop or travel plaza may also include overnight accommodations, showers, vehicle scales, restaurant facilities, and/or other services intended mainly for use by truck drivers and interregional travelers. This use type is regulated under the "industrial services" use category in article 4, use regulations.

4-1.2. *Table of uses.*
(Next Page)

¹ - These uses are not permitted in the Downtown Development Overlay District. For "Personal services, all other" and "Retail sales and services, all other", the limitation applies only to massage parlors that are not part of a "health club/spa" or "medical facility other than hospital" and tattoo establishments.

² - Uses in the Form Based Code districts are subject to standards of the Form Based Code in Appendix A of this chapter.

³ - Massage parlors that are not part of a "health club/spa" or "medical facility other than hospital" and tattoo establishments are not permitted.

Ordinance No. 2018-08, 6/21/2018; Ordinance No. 2018- 18, 8/21/2018

MINUTES
PRE COUNCIL MEETING
OF THE PERRY CITY COUNCIL
September 3, 2019
5:00 P.M.

1. **Call to Order:** Mayor Pro-Tempore Willie King, Presiding Officer, called to order the pre-council meeting held September 3, 2019 at 5:00 p.m.

2. **Roll:**

Elected Officials Present: Mayor Pro-Tempore Willie King, Council Members William Jackson, Robert Jones, Riley Hunt and Phyllis Bynum-Grace.

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, Sedrick Swan - Director of Leisure Services, Haley Myers - Main Street Coordinator, Mitchell Worthington – Assistant Director of Finance, Chad McMurrian –Lead Engineering Technician, and Anya Turpin – Special Events Coordinator.

Media: Jada Dukes – Houston Home Journal

Guests: Randall Walker and Gary Moulliet

3. **Items of Review/Discussion:** Mayor Pro-Tempore Willie King

3a. Discussion of September 3, 2019 council meeting agenda.

4a. Introduction of new hires Matthew Calhoun and Jesse Quinones. Chief Lynn will introduce new hires Matthew Calhoun and Jesse Quinones who will begin training at the academy on October 3rd.

4b. Presentation to Council. Mayor Pro Tempore King advised Council that he went to Jekyll Island this week and has a presentation that he will present in the regular council meeting this evening.

5a. Appointment to Perry Public Arts Commission. Council Member Hunt announce he will appointment Ms. Vicki Andrews to the Perry Public Arts Commission.

8a. Public Hearing relative to the Opportunity Zone Application. Ms. Hardin advised Council Mr. Greg Boike, Middle Georgia Regional Commission, will present a PowerPoint presentation this evening to give an overview and educate the public relative to the Opportunity Zone.

8b. Consider retaining of the operation at 14.050 mills pursuant. Administration advised this is the final three public hearing to keep the millage rate at 14.050 mills.

8c. Petition for Rezoning and Annexation Application No. ANNEX-0057-2019. Mr. Wood stated this is a request to annex a 115 acre parcel located on Langston Road which is adjacent to Langston Road Elementary School. The parcel is also continuous to the City by property located on the west side of it. The Perry Planning Commission and staff recommend approval of rezoning and annexation.

10a. Second Reading of an ordinance prohibiting riding or driving vehicles on sidewalks except for maintenance. Administration advised the City has requested the ordinance be amended to restrict AT vehicles. The City Attorney agreed since the amendment is not substantial, Council can go forward to act on it.

12c (1). Resolution establishing the 2019 ad valorem millage rate for the City of Perry at 14.050 mills. Administration recommends approval of establishing the 2019 ad valorem millage rate for the City of Perry at 14.050 mills.

12c (2). Resolution appointing Joseph Prine and Michael Barber as the prosecuting attorneys for the Municipal Court of the City of Perry. Administration stated per the Prosecuting Attorney's Council of Georgia, all prosecuting attorneys have to be identified by name and recommended the resolution be adopted.

12c (3). Resolution accepting ownership and maintenance of right-of-way for Lissa Street. Mr. Wood stated this is a resolution accepting the street connecting Wespark and Perry Parkway. The street was built to City specifications and meets City standards. Mr. Wood recommended accepting the street for maintenance and operation by the City.

12d (1). Bid No. 2020-02 HVAC Retrofit Police Department: Mr. Worthington recommended the low bid of \$123,445.00 by Air Conditioning Specialists, Inc. for the HVAC Retrofit.

12d (2). Bid No. 2020-03: Mr. Worthington recommended the low bid of \$47,112.24 by Clean & Restore LLC dba Service Master of Middle GA for the police department ceiling replacement.

12e. Proposed 2020 Events Calendar: Ms. Turpin will present a PowerPoint presentation to Council of the proposed 2020 Events Calendar.

12f. Perry Parkway Water and Sewer Extension Evaluation. Mr. McMurrian reference the technical memo dated August 14, 2019 from GWES, LLC addressing problems on west Perry Parkway of getting water and sewer to those properties adjacent to Perry Parkway. Mr. McMurrian reviewed the map and probable cost and asked for Council's direction on how to proceed.

12g. Authorize an independent agreement for election machine and monitoring. Administration recommended Council table this item.

12h. Open enrollment option: Administration proposes offering employees an option where there is a reduced rate or elimination of the monthly rate for health insurance.

4. Council Member Items:

Council Member Bynum-Grace inquired if election notices were sent to every registered voter because she had received several calls stating only one card was received per household. Administration advised it was changed to one notification per household because of issues with the database and cost. Council Member requested election notices be mailed out again to all registered voters.

Council Member Jones stated 1021 Ball Street is requesting a new location for totters instead of the alley. Administration advised it will be looked at.

Council Members Hunt and Bynum-Grace had no reports.

Mayor Pro Tempore King reported homeless individuals are living behind Walmart.

5. Department Head/Staff Items:

Chief Parker reported a minor school bus accident.

Ms. Myers reminded everyone of Your City kick-off this Thursday, September 5th, 5 pm.

Mr. Wood announced the City has been awarded \$1M CDBG for Creekwood area.

Ms. Hardin thanked everyone who attended Jeff Smith's groundbreaking ceremony and reminded everyone of Sandler's invite on September 13, 11 am at the Houston County Courthouse.

Ms. King reported the auditors will be on site September 16 – 17.

Ms. Turpin, Mr. Worthington, and Chief Lynn had no reports.

6. Adjournment:

There being no further business to come before Council in the pre-council meeting held September 3, 2019, Council Member Jackson motioned to adjourn the meeting at

5:25p.m. Council Member Bynum-Grace seconded the motion and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
September 3, 2019
6:00 P.M.

1. Call to Order: Mayor Pro Tempore Willie King, Presiding Officer, called to order the regular meeting of the Perry City Council held September 3, 2019 at 6:00 p.m.

2. Roll:

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

Elected Official(s) Absent: None

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, Bryan Wood – Director of Community Development, Brenda King – Director of Administration, Sedrick Swan - Director of Leisure Services, Ashley Hardin – Economic Development Director, Mitchell Worthington - Assistant Director of Finance, Anya Turpin – Special Events Coordinator, Chad McMurrian – Lead Engineering Technician, and Haley Myers – Main Street Coordinator.

Guest(s): Randall Walker, Gary Moulliet, Jimmy McLeod, Sheila Cox and Isabelle Bauer, and Laura Morris

Media: Jada Dukes - Houston Home Journal

3. Invocation and Pledge of Allegiance to the Flag:

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

4. Introduction(s):

4a. Introduction of new hires Matthew Calhoun and Jesse Quinones. Chief Lynn introduced new hires Matthew Calhoun and Jesse Quinones and gave brief biographies for each gentleman. Mayor Pro Tempore and Council welcomed them to the Perry Police Department.

4b. Presentation to Council. Mayor Pro Tempore King presented Council with the 2019 Award of Excellence from the GA Downtown Association recognizing Food Truck Friday.

5. Appointments to Boards/Commissions/Authorities: Mayor Pro Tempore Willie King

5a. Appointment to Perry Public Arts Commission. Council Member Hunt appointed Ms. Vicki Andrews to the Perry Public Arts Commission. Council approved unanimously.

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

7. Citizens with Input. none

8. Public Hearings:

PUBLIC HEARING CALLED TO ORDER AT 6:09 P.M. Mayor Pro Tempore Willie King called to order a public hearing at 6:09 p.m. to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 48-7-40.01 and DCA rules, Chapter 110-24-1.

8a. Public Hearing relative to the Opportunity Zone Application. Mr. Greg Boike, Middle Georgia Regional Commission, presented a PowerPoint presentation that provided an overview to public relative to the Opportunity Zone.

Public Input: Mayor Pro Tempore King called for any public input for or against the request.

For: None

Against: None

Public Hearing closed at 6:11P.M. Mayor Pro Tempore King closed the public hearing at 6:11p.m.

PUBLIC HEARING CALLED TO ORDER AT 6:11 P.M. Mayor Pro Tempore Willie King called to order a public hearing at 6:11p.m. to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 48-5-32 and 48-5-32.1.

8b. Consider retaining of the operation at 14.050 mills pursuant. Administration advised that current operation is 14.050 mills and stated it is Council's intention is to retain operations at 14.050 mills.

Public Input: Mayor Pro Tempore King called for any public input for or against the request.

For: None

Against: None

Public Hearing closed at 6:14P.M. Mayor Pro Tempore King closed the public hearing at 6:14p.m.

PUBLIC HEARING CALLED TO ORDER AT 6:15 P.M. Mayor Pro Tempore Willie King called to order a public hearing at 6:15p.m. to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-66-4.

- 8c. Petition for Rezoning and Annexation Application No. ANNX-0057-2019. Applicant, Shane Calhoun requests the rezoning and annexation of property from RAG, Residential-Agricultural District (county) to R-1, Single-family Residential District (city). The property is located at 333 Langston Road, Tax Map No. 000550 006000. Mr. Wood advised the Planning Commission and staff recommends approval of the application to annex and rezone to R-1, Single-family Residential District.

Public Input: Mayor Pro Tempore King called for any public input for or against the request.

For: Chad Bryant - 906 Ball Street, spoke in favor of the petition

Against: Isabella Bauer (Notting Hill) inquired about Council's decision making process.

Sheila Cox (Notting Hill) voiced her concerns relative to increased traffic issues, and additional strain on the school.

Laura Morris (Notting Hill) wanted to know if the road will be widen?

Public Hearing closed at 6:34P.M. Mayor Pro Tempore King closed the public hearing at 6:34p.m.

9. Review of Minutes: Mayor Pro Tempore Willie King

- 9a. Council's Consideration – Minutes of the August 19, 2019 work session, August 20, 2019 pre council meeting and August 20, 2019 council meeting.

Council Member Bynum-Grace motioned to accept the minutes as submitted with Council Member Hunt abstaining; Council Member Jones seconded the motion and it carried.

10. Old Business:

- 10a. Ordinance(s) for Second Reading(s) and Adoption:

1. **Second Reading** of an ordinance prohibiting riding or driving vehicles on sidewalks except for maintenance – Mr. L. Gilmour.

Adopted Ordinance No. 2019-14 prohibiting riding or driving vehicles including AT vehicles on sidewalks and trails except for maintenance.

Council Member Jones motioned to adopt the ordinance; Council Member Jackson seconded the motion and it carried unanimously. (*Ordinance 2019-14 has been entered in the City's official book of record*).

11. Any Other Old Business:

- 11a. Mayor Pro Tempore Willie King - none
- 11b. Council Members – none
- 11c. City Manager Lee Gilmour - none
- 11d. Assistant City Manager Robert Smith – none
- 11e. City Attorney Brooke Newby -none

12. New Business: Mayor Pro Tempore Willie King

12a. Matters referred from September 3, 2019 pre council meeting. none

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

- 1. **First Reading** of an ordinance for the rezoning of property from RAG, Residential-Agricultural District (county) to R-1, Single-family Residential District (city). The property is located at 333 Langston Road, Tax Map No. 000550 006000 - Mr. B. Wood. (*No action required by Council*)
- 2. **First Reading** of an ordinance for the annexation of property from RAG, Residential-Agricultural District (county) to R-1, Single-family Residential District (city). The property is located at 333 Langston Road, Tax Map No. 000550 006000 - Mr. B. Wood. (*No action required by Council*)

12c. Resolution(s) for Introduction and Adoption:

- 1. Resolution establishing the 2019 ad valorem millage rate for the City of Perry – Mr. L. Gilmour.

Adopted Resolution 2019-41 establishing the 2019 ad valorem millage rate for the City of Perry. Council Member Jones moved to adopt the resolution as submitted. Council Member Bynum-Grace seconded and it was approved unanimously. (*Resolution 2019-41 has been entered into the City's official book of record.*)

- 2. Resolution appointing Joseph Prine and Michael Barber as the prosecuting attorneys for the Municipal Court of the City of Perry – Mr. L. Gilmour.

Adopted Resolution 2019-42 appointing Joseph Prine and Michael Barber as the prosecuting attorneys for the Municipal Court of the City of Perry. Council Member Jackson motioned to adopt the resolution as submitted; Council Member Jones seconded and it was approved

unanimously. (*Resolution 2019-42 has been entered into the City's official book of record.*)

3. Resolution accepting ownership and maintenance of right-of-way for Lissa Street - Mr. B. Wood.

Adopted Resolution 2019-43 accepting ownership and maintenance of right-of-way for Lissa Street. Council Member Jones moved to adopt the resolution as submitted; Council Member Jackson seconded and it was approved unanimously. (*Resolution 2019-43 has been entered into the City's official book of record.*)

12d. Award of Bid(s):

1. Bid No. 2020-02 HVAC Retrofit Police Department –
Mr. M. Worthington

Mr. Worthington recommended the low bid of \$123,445.00 by Air Conditioning Specialists, Inc. for the HVAC Retrofit. Council Member Jones motioned to accept the low bid of Air Conditioning Specialists, Inc. in the amount of \$123,455.00; Council Member Hunt seconded the motion and carried it unanimously.

2. Bid No. 2020-03 Police Department Ceiling Replacement –
Mr. M. Worthington

Mr. Worthington recommended the low bid of \$47,112.24 by Clean & Restore LLC dba Service Master of Middle GA for the police department ceiling replacement. Council Member Jones motioned to accept the low bid of Clean & Restore LLC dba Service Master of Middle GA for the police department ceiling replacement. Council Member Jackson seconded the motion and carried it unanimously.

- 12e. Proposed 2020 Events Calendar: Ms. Turpin presented the 2020 Events Calendar. Council Member moved to approve with the suggested adjustments; Council Member Jones seconded the motion and it carried unanimously.

- 12f. Perry Parkway Water and Sewer Extension Evaluation: Council Member Hunt moved to proceed with the evaluation by the engineer; Council Member Jones seconded and it carried unanimously.

- 12g. Authorize an independent agreement for election machine and monitoring: Administration recommended tabling this item. Council Member Hunt motioned to table this item; Council Member Jones seconded and it carried unanimously.

- 12h. Open enrollment option: Administration recommends Council authorize the additional option for health insurance coverage and extend the enrollment

period for an additional 30 days. Council Member Jones moved to authorize the additional option for health insurance coverage and extend the enrollment period for an additional 30 days; Council Member Bynum-Grace seconded the motion and it carried unanimously.

13. Council Members Items:

Council Member Bynum-Grace inquired about the splash pad bucket.

Council Member Jones reported speeding on Langston Road.

Council Members Hunt and Jackson had no reports.

14. Department Heads/Staff Items. none

15. General Public Items: none

16. Mayor Pro Tempore Items: none

17. Adjournment: There being no further business to come before Council in the regular council meeting held September 3, 2019, Council Member Jackson motioned to adjourn the meeting at 7:04 p.m. Council Member Jones seconded the motion and it carried unanimously.

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the zoning is changed from County RAG, Residential-Agricultural to City of Perry R-1, Single-family Residential and the city's zoning map is amended accordingly relative to property of Barbara Langston Majors, James Langston and Shirley Langston Hester, described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 107 of the Tenth Land District of Houston County, Georgia, comprising 153.174 as shown on that plat of survey for James Langston, Jerry Langston, Shirley Hester and Barbara Majors, dated July 21, 2006, and recorded in Plat Book 67, Page 111, Clerk's Office, Houston Superior Court.

LESS AND EXCEPT: All that tract or parcel of land situate, lying and being in Land Lot 107 of the 10th Land District, Houston County, Georgia and being known and designated as Tract 1, containing 18.57 acres, as is more particularly shown on a plat of survey prepared by Shawn Bean, Georgia Registered Land Surveyor No. 3331, dated August 17, 2018, filed of record November 2, 2018 and recorded in Plat Book 80, Page 182, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

ALSO LESS AND EXCEPT: All that tract or parcel of land, lying and being in Land Lot 107 of the 10th Land District of Houston County, Georgia, being more particularly described as that 17.60 acre tract more particularly known as Tract "A" and that 2.40 acre tract more particularly known as Tract "B", as shown on a plat of survey prepared by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated 06/25/2007, and recorded in Plat Book 69, Page 17, Clerk's Office, Houston County Superior Court. Said plat and the recorded copy thereof are made a part of this description by reference thereto.

Said 114.6 acre tract is also known as Houston County Map and Parcel Number 000550 006000 with an address of 333 Langston Road according to the current street numbering system in Houston County, Georgia.

SO ENACTED this 17th day of September, 2019, to be effective October 1st, 2019.

CITY OF PERRY, GEORGIA

BY: _____
WILLIE KING, Mayor Pro Tempore

ATTEST: _____
ANNIE WARREN, City Clerk

1st Reading: September 3, 2019
2nd Reading: September 17, 2019

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS as follows:

WHEREAS, proper application to annex property to the City of Perry, Georgia has been made by Cal-Mar Homes (Shane Calhoun) on behalf of Barbara Langston Majors, James Langston, and Shirley Langston Hester, the owners of the land hereinafter described on Exhibit "A" attached hereto and made a part of this Ordinance by reference thereto; and

NOW THEREFORE, pursuant to the act of the General Assembly of the State of Georgia 1962, Page 119; 1969, Page 504 the following described properties are annexed to the City of Perry and the precinct boundary is changed accordingly.

This annexation shall become effective for ad valorem tax purposes on December 31, 2019 and for all other purposes shall become effective on October 1st, 2019.

SO ENACTED this 17th day of September, 2019.

CITY OF PERRY, GEORGIA

**BY: _____
WILLIE KING, MAYOR PRO TEMPORE**

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

**1st Reading: September 3, 2019
2nd Reading: September 17, 2019**

EXHIBIT "A"

All that tract or parcel of land situate, lying and being in Land Lot 107 of the Tenth Land District of Houston County, Georgia, comprising 153.174 as shown on that plat of survey for James Langston, Jerry Langston, Shirley Hester and Barbara Majors, dated July 21, 2006, and recorded in Plat Book 67, Page 111, Clerk's Office, Houston Superior Court.

LESS AND EXCEPT: All that tract or parcel of land situate, lying and being in Land Lot 107 of the 10th Land District, Houston County, Georgia and being known and designated as Tract 1, containing 18.57 acres, as is more particularly shown on a plat of survey prepared by Shawn Bean, Georgia Registered Land Surveyor No. 3331, dated August 17, 2018, filed of record November 2, 2018 and recorded in Plat Book 80, Page 182, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

ALSO LESS AND EXCEPT: All that tract or parcel of land, lying and being in Land Lot 107 of the 10th Land District of Houston County, Georgia, being more particularly described as that 17.60 acre tract more particularly known as Tract "A" and that 2.40 acre tract more particularly known as Tract "B", as shown on a plat of survey prepared by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated 06/25/2007, and recorded in Plat Book 69, Page 17, Clerk's Office, Houston County Superior Court. Said plat and the recorded copy thereof are made a part of this description by reference thereto.

Said 114.6 acre tract is also known as Houston County Map and Parcel Number 000550 006000 with an address of 333 Langston Road according to the current street numbering system in Houston County, Georgia.



Where Georgia comes together.

STAFF REPORT

August 7, 2019

CASE NUMBER: ANNX-0057-2019
APPLICANT: Shane Calhoun for Cal-Mar Homes
REQUEST: Annex and Rezone from RAG (county) to R-1 (City)
LOCATION: 333 Langston Road, Tax Map No. 000550 006000

ADJACENT ZONING/LANDUSES:

Subject Parcel: RAG, Residential-Agricultural District (county); single-family residence and farm land/undeveloped
North: R-1 and RAG (County); single-family residences
South: RAG (county); single-family residences
East: RAG (county); single-family residences and Langston Road Elementary School
West: R-2 (City); single-family residence on farm land/undeveloped

BACKGROUND INFORMATION: The applicant proposes to annex the subject property into the City of Perry. The property is 114.6 acres in area and contains an existing single-family residence. The applicant requests a city zoning classification of R-1, Single-family Residential District. This district requires a minimum lot area of 15,000 square feet. The property is intended to be developed as a single-family residential subdivision.

STANDARDS GOVERNING ZONE CHANGES:

1. *The suitability of the subject property for the zoned purposes.* The subject property does not have access to a public sanitary sewer system without annexing into the City of Perry. This limits the development of the property.
2. *The extent to which the property values of the subject property are diminished by the particular zoning restrictions.* City staff cannot determine the property value relative to the existing zoning. However, without access to a public sanitary sewer system and as currently zoned, the property is limited to a residential density of one unit per acre. With sanitary sewer and the requested zoning classification, allowable density increases to 2.9 units per acre.
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.* The current zoning of RAG limits the number of dwellings that could be developed on the property but also requires private septic tanks for each dwelling. Fewer dwellings results in less traffic on adjacent roads. However, the use of septic tanks creates negative environment impacts.
4. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.* Langston Road is designated as an arterial street capable of handling additional traffic. The road connects US Highway 41 on the west to the five-lane GA Highway 127 on the east. Lake Joy Road located about 1/3 of a mile east of the subject property is being widened to three lanes north of Langston Road. Therefore, increased density should not negatively impact existing road capacity. Septic tanks leach into the ground impacting ground water which is used to supply the public water systems in the region.

5. *Whether the subject property has a reasonable economic use as currently zoned.* The subject property can be developed as a low-density residential development.
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 subject property has been in the Langston family for generations used as a single-family residence and farm.
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 properties along Langston Road and the surrounding area are developed as single-family residences on large lots, single-family residential subdivisions, Langston Road Elementary School, a religious institution existing and one under construction. The R-1 zoning classification allows similar uses.
8. *Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.* The proposed R-1 zoning classification should not adversely affect surrounding properties as it is limited to uses similar to those existing and allowed on surrounding properties.
9. *Whether the zoning proposal is in conformity with the policies and intent of the land use plan.* The subject property and surrounding area is identified as "Suburban Residential" in the 2017 Joint Comprehensive Plan. The R-1 zoning classification conforms to the intended land use pattern of the Plan.
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.* There should be little or no negative impact on existing streets in the area, as addressed under criterion #4. City sewer is located nearby and can be extended. Development of the property will require the developer to pay the cost to upgrade sewer capacity. The County provides water in the area. Existing school facilities should not be negatively impacted.
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.* Properties along the Langston Road corridor continue to develop as residential subdivisions to accommodate the increasing population of the county.

STAFF RECOMMENDATION: Staff recommends approval of the application to annex and rezone to R-1, Single-family Residential District.

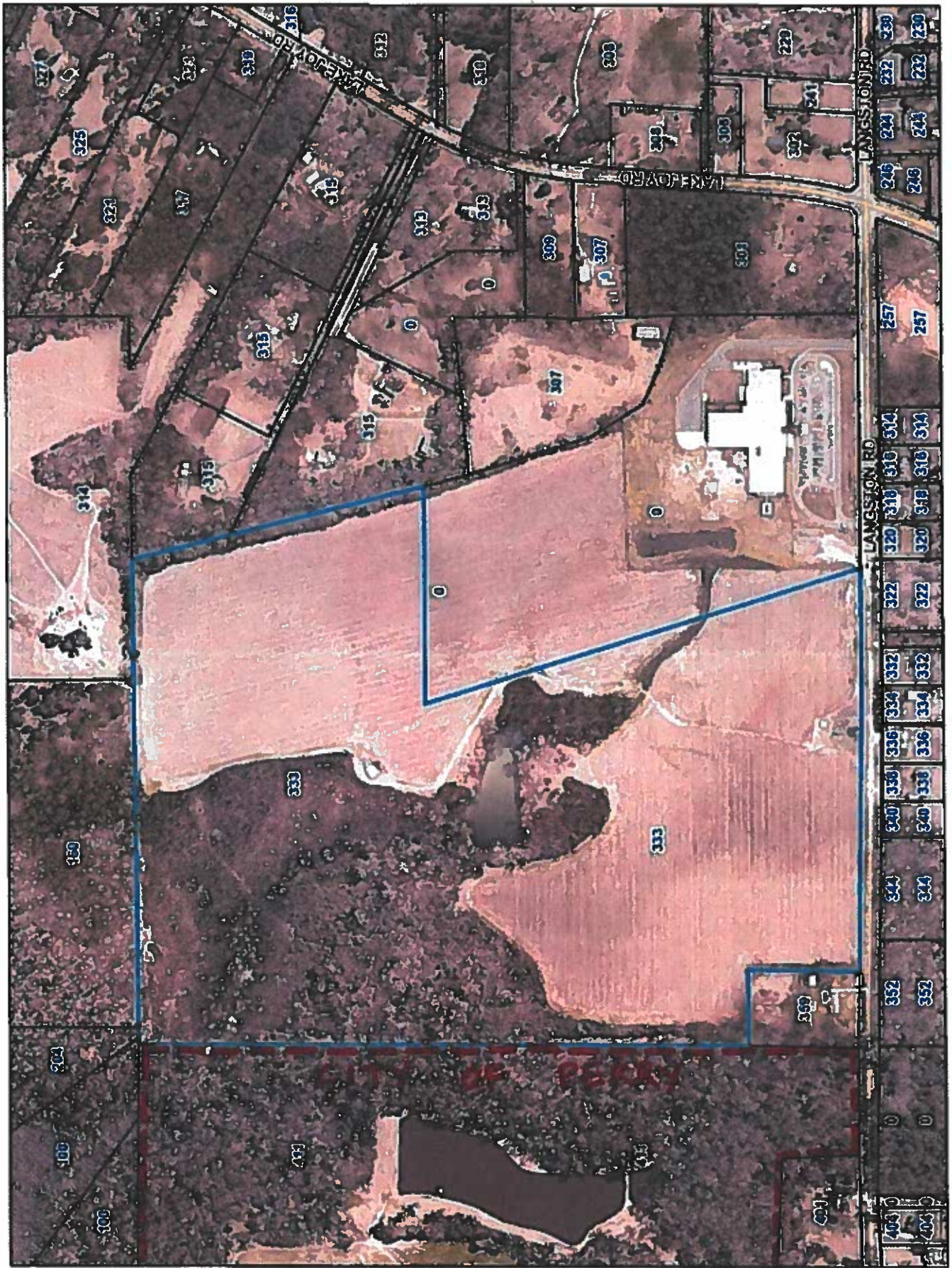
PLANNING COMMISSION RECOMMENDATION: Approval of the proposed annexation and rezoning presented.



Lawrence Clarington, Vice-Chairperson

8/15/19

Date





Where Georgia comes together.

Application # Annex-
0057-2019

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

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Cal-Mar Homes (Shane Colburn)	Barbara Langston Majors, James Langston
*Title	President	Shirley Langston Hester
*Address	217 Tidwell Rd Benise, Ga. 31005	201 Washington Pl Dr. Perry Ga
*Phone	478-256-1199	478-361-2231
*Email	Colburnelectric@gmail.com	

Property Information

*Street Address or Location	333 Langston rd.
*Tax Map #(s)	000550 006000
*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 County Zoning District	RAG	*Proposed City Zoning District	R1
*Please describe the existing and proposed use of the property located behind Langston Elementary School. Proposal to annex in City and develop single family homes.			

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 requested zoning classification meets these standards). 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.
- Annexation 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.
- 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 38-67A-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.

8. 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.

9. Signatures:

*Applicant <i>[Signature]</i>	*Date 6/13/19
*Property Owner/Authorized Agent <i>Barbara Langston Moore James Woodard Langston Shirley Langston Hester</i>	*Date 6-13-19

Barbara R. Langston

Standards for Granting a Zoning Classification

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
4. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
6. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

8/2018

For Office Use (receipt code 204.1)

plac 8/7/19

Date received 7/8/19	Fee paid 71550.00	Date deemed complete 7/8/19	Public Notice Sign by 7/26/19	Legal Ad to run 8/14	County Notification 7/9/19
Notice to Applicant 8/8/19	Routed to PC 8/8/19	Date of PC 8/12/19	Date of Public Hearing 9/3/19	Date of Council action 9/17/19	Notice of action

Exhibit A

Georgia, Houston Superior Court

SEP 03 2002
BOOK 2207 PAGE 344
Cassidy V. Sullivan, Clerk

Georgia, Houston County
Real Estate Transfer Tax

SEP 03 2002

Return:
Robert R. Lawson
Daniel, Lawson, Tuggle & Jarles, LLP
Post Office Box 89
Perry, Georgia 31068

Paid \$ -0-
Cassidy V. Sullivan
Clerk Superior Court

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HOUSTON

THIS INDENTURE, Made the 30th day of August, in the year Two Thousand Two, between

MARY LIZZIE BATCHELOR LANGSTON

of the County of Houston and State of Georgia, as party of the first part, hereinafter called Grantor, and

SHIRLEY LANGSTON HESTER, BARBARA LANGSTON MAJORS,
WILLIAM JERRY LANGSTON and JAMES C. LANGSTON

of the County of Houston and State of Georgia, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all the following described property, to wit:

All that tract or parcel of land situate, lying and being in Land Lot 107 of the Tenth Land District of Houston County, Georgia, comprising 164.93 acres more or less and being all of the real estate owned by W. C. Langston, Jr. at the time of his death and being bounded on the south by Langston Road and property of Marlin E. Maiden, Jr. and Bonita K. Maiden; bounded on the west by property of Larry B. Stevens, Sr.; on the north by property of Mildred Y. Stewart et al and property of Beverly E. Chester; and bounded on the east by property of Jerry E. Waters, property of Catherine P. Staines, property of Edwin M. Preston and Marie B. Preston, property of Dewitte M. Bramlett and Patricia Bramlett and property of Louis Schaefer.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor warrants and will forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Mary Lizzie Batchelor Langston
MARY LIZZIE BATCHELOR LANGSTON

Signed, sealed and delivered
in the presence of:

Edricia Barfield
Witness

Notary Public
My Commission Expires:



FILED
HOUSTON COUNTY
02 SEP -3 PM 12:59
CLERK SUPERIOR COURT

RECORDED
Cassidy V. Sullivan, Clerk

SEP 03 2002



Houston County Commissioners

Serving All of Houston County

Office

200 Carl Vinson Parkway
Warner Robins, GA 31088
478-542-2115
FAX 478-923-5697
www.houstoncountyga.org

Commissioners

Tommy Stalnaker
Chairman

Thomas J. McMichael
Gail C. Robinson
Larry Thomson
H. Jay Walker, III

Staff

Barry Holland
Director of
Administration

K. Thomas Hall
County Attorney

August 12, 2019

Bryan Wood, Director
Community Development
P.O. Box 2030
Perry, GA 31069

RE: Property located at 333 Langston Road, Tax Parcel 000550 006000.

Dear Director Wood:

The Board of Commissioners met on August 6, 2019 and voted to concur with the above referenced annexation and re-zoning with the following stipulations.

1. A water capacity study, the cost of which shall be the responsibility of either the City of Perry or the developer, to verify that the County's water system can provide service to their existing customers while providing service to any additional customers.
2. If improvements to the water system are required as a result of the study the cost will be reimbursed by the City of Perry either on a lump sum basis or thru an appropriate fee structure.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Dawn Ramirez Wilkins".

Dawn Ramirez Wilkins
Administrative Assistant
Houston County Board of Commissioners

RECEIVED

AUG 13 2019


CITY OF PERRY



Where Georgia comes together.

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Council 
FROM: Lee Gilmour, City Manager
DATE: 9.34.19
RE: Election services agreement

Enclosed is the revised agreement between contractors and the City for the provision of logic and accuracy testing of voting equipment. This version is approved by the City Attorney. It is needed for the November 2019 elections.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into effective as of the _____ day of _____ 2019, by and between the **CITY OF PERRY, GEORGIA**, a Municipal Corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as "City"; **ANDY HOLLAND and CINDY GORDY**, as individual residents of Houston County, Georgia, hereinafter referred to as "Contractors".

WITNESSETH

WHEREAS, City is a municipal corporation organized and existing under the laws of the State of Georgia; and

WHEREAS, the parties hereto desire to enter into an agreement for City's engagement of Contractors, as Independent Contractors, on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.

City shall always during the term of the Agreement maintain Contractors as Independent Contractors. If for any reason hereafter the services of Contractors by City are terminated or suspended, this Agreement shall terminate contemporaneously therewith.

2.

The term of this contract shall begin with the commencement date herein stipulated and continue until November 6, 2019 or when the services of Contractors are completed whichever is earlier. The "Commencement Date" shall be September 1, 2019.

3.

City shall pay to Contractors One Thousand Five Hundred Seventy-Five dollars (\$1,575.00) per day (eight hours) or a prorata amount of the daily rate based on the number of hours worked for each day under this contract.

4.

It is contemplated by the parties hereto that Contractors shall be engaged to perform the following work:

Logic and Accuracy Testing (L&A): Database is loaded into the Global Election Management System (GEMS), memory cards created and all TS Units and OS Units and Encoders (if applicable) are tested; optional Express Poll Testing will only be conducted if Contractors are also performing TS and OS testing (additional charges will apply, Thirty-five Dollars, \$35.00 for each Express Poll Testing); the Contractors will only be available by phone on Election Day.

5.

Notwithstanding anything to the contrary herein, the relationship contemplated by the parties hereto to be created by this Agreement shall be one of an Independent Contractor.

6.

This Agreement may be terminated by either Party upon Fifteen days written notice to the other party.

7.

Following any such notice of termination hereof, Contractors shall fully cooperate with City in all matters relating to the winding up of Contractor's pending work on behalf of City.

8.

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

9.

Any and all notice or other communications provided for herein shall be given in writing personally or by registered or certified mail, which shall be addressed in the case of City to its principal office at P. O. Box 2030, Perry, Georgia 31069, and in the case of Contractors to 206 Skyway Drive, Warner Robins, Georgia 31088, or to such other address as may be designated from time to time by either party to the other party. If such notice be mailed, the date of mailing shall constitute the date such notice or other communication is given.

10.

This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, representatives, successors and assigns.

11.

This Agreement shall be interpreted, construed, and governed according to the laws of the State of Georgia.

12.

This Agreement contains the entire agreement between the parties hereto relating to the matters provided herein, and no representation or warranty not expressly contained or incorporated by reference herein shall be binding on any party hereto. This Agreement shall not

be modified or amended in any manner except by an instrument in writing signed by the parties or their respective successors in interest.

13.

The provisions of the Agreement are severable and the invalidity of one or more of the provisions herein shall not have any effect upon the validity or enforcement of any other provision.

14.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

15.

The City does hereby agree to indemnify and hold the Contractors harmless from all loss, obligations or liabilities whatsoever regarding their work on the Global Election Management System (GEMS), memory cards created and all TS Units and OS Units and Encoders (if applicable) that were tested by the Contractors if the equipment is not properly secured until the use for early voting or election day or the equipment is damaged or compromised by City staff or voters. The obligation to indemnify the Contractors ~~Seller~~ shall be deemed to include any attorney fees and expenses of 'litigation' reasonably incurred by the Contractors ~~Seller~~ in defense of any claim or action brought against the ~~Seller~~ Contractor for which the ~~Purchaser~~ City has agreed to indemnify the ~~Seller~~ Contractor pursuant to this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal effective as of the day and year first above written.

CITY OF PERRY, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

INDEPENDENT CONTRACTORS:

Andy Holland

Cindy Gordy

Whereas, the City of Perry has been awarded a Community Development Block Grant from the Georgia Department of Community Affairs.

And

The Community Development Block Grant is for the purpose of assisting low and moderate income persons with their housing needs. Policies and procedures have been prepared by the Grant Administrator for the City of Perry and the City of Perry hereby approves the Policies and Procedures for the purpose of administering the 2019 City of Perry Community Development Block Grant Program.

Signed this _____ day of _____, 2019

Willie J. King , Mayor Pro Tempore

Attest: _____
City Clerk

City of Perry
Policies & Procedures
2019 Community Development Block Grant
Rehabilitation Activities

September 2019

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Historic Preservation (Programmatic Agreement)

INTRODUCTION

The following document is an incorporation of Policies and Procedures for all programs related to this specific project which includes: Housing Rehabilitation and Reconstruction Assistance.

SOURCES OF FUNDING

The City of Perry has received a grant in the amount of \$722,000 that will be will be used for housing activities. These funds are awarded by the Georgia Department of Community Affairs to remove blight and revitalize substandard housing on Elaine Street, in the City of Perry, Georgia.

TARGET AREA IDENTIFICATION

The project activity location is located on Elaine Street, Perry, Georgia in Houston County.

The project activity location is populated by a total of 124 persons, of these 124 people 117 or 94.3% are of low-moderate income; 110 or 88.7% of the persons in the target area are minority. 16 low-moderate income persons are live in the housing units to be rehabilitated.

There are a total of 59 housing units in the project activity location. Of these 59 units 27 or 45.7% are substandard.

The classifications of each of these 59 housing units and occupancy status are as follows:

- a) 6 are standard owner occupied - REHAB PROPOSED
- b) 1 is a sub standard renter occupied - RENTAL REHAB PROPOSED
- c) 4 are sub standard vacant duplex rental - RENTAL REHAB PROPOSED
- d) 5 are sub standard renter occupied -NO ACTION
- e) 5 are sub standard owner occupied - NO ACTION
- f) 5 are sub standard vacant rental - NO ACTION
- g) 7 are standard owner occupied - NO ACTION
- h) 22 are standard renter occupied - NO ACTION
- i) 3 are standard vacant rental - NO ACTION
- j) 1 is vacant dilapidated - OWNER TO DEMOLISH

All occupied housing units are connected to the City of Perry water and sewer.

PROGRAM GOALS AND OBJECTIVES

GOAL: To reduce blighted conditions and eliminate threats to health and safety created by substandard Housing conditions in the target area.

OBJECTIVE: Provide decent, safe, and sanitary housing to Sixteen (16) low and moderate income persons who do not now occupy such housing.

SUMMARY OF PROGRAM

This program will provide decent safe and sanitary housing in the project activity area and bring specific housing units up to minimum state housing codes.

OWNER PORTION REQUIREMENTS

- * Based on family size, families with gross annual incomes that fall below the poverty level will be required to provide a one time payment of \$500 toward the cost of rehabilitation.
- * Based on family size, families with gross annual incomes that exceed the poverty level but fall below 50% limits (very low) will be required to provide a one time payment of 7% of their total gross yearly household income toward the cost of the rehabilitation.
- * Based on family size, families with gross annual incomes that exceed 50% limits but fall below the low income limit will be required to provide a one time payment of 10% of their total gross yearly household income toward the cost of the rehabilitation

FAIR HOUSING POLICY

The City of Perry's Fair housing policy includes but is not limited to the following activities:

1. Brochures outlining Fair Housing will be distributed to all persons attending public hearings and community meetings related to this project.
2. A Fair Housing document will be posted at Perry City Hall.
3. Records will be kept on everything the City does in the area of fair housing related to this project.
4. Fair Housing logos will be placed on all documents related to this program.

PURPOSE AND AVAILABILITY OF MINIMUM PROPERTY STANDARDS

Minimum property standards are for the purpose of determining what work is eligible and the levels of standards of which construction will be performed under the housing rehabilitation/reconstruction assistance program of this block grant project. At a minimum subject property standards will meet suitable housing standards. A copy of the minimum property standards are attached as an exhibit to this document. The standards which have been adopted by the local government and will be followed by this program supersede these minimum property standards. All work to be performed on housing units will be in compliance with the most recent International Residential Codes for 1 and 2 family dwellings and

Page2

all amendments. (International Building Code) as well as the following codes:

*International Building Code *National Electric Code *International Gas Code
*International Mechanical Code*Ga. State Energy Code *International Plumbing Code
*International Fire Prevention Code

GENERAL PROPERTY IMPROVEMENTS

General Property improvements (GPI'S) which are modest and typical to housing in Georgia, may be included, provided that such items do not exceed 20% of the owners portion of assistance.

MINIMUM STANDARDS OF APPRAISALS

The City of Perry will hire, with CDBG funds, only appraisers certified in accordance with the Real Estate Licensing Certification Act (see Exhibit I) to appraise properties within the project activity location that are deemed to be worth a dollar amount which exceeds \$10,000 in value. This appraisal will be the basis on which a "Determination of Just Compensation" will be made. The owner of the property will be invited to accompany the appraiser at the time of the appraisal. This invitation will be provided to the owner a minimum of three days prior to the visit of the appraiser to the property.

MINIMUM QUALIFICATIONS FOR APPRAISERS

Appraisers Contracted for this project must be certified under the Real Estate Appraiser Licensing and Certification Act of the Federal Regulation 49c FR Part 24 Section 24.103 and must hold current business license in the State of Georgia. This person shall not have a direct interest in the property, or be related to or in business with anyone who has an interest in the property to be acquired.

CONDEMNATION POLICY AND AUTHORITY

Every effort will be made by the City of Perry to negotiate a price for property and/or structures to be acquired in this project. However, if all negotiations fail, the City of Perry will be authorized to exercise the Power of Eminent Domain.

APPEALS POLICY AND PROCEDURES

The City of Perry has developed an appeals policy and procedure for all applicable activities related to this CDBG project. The policy states that all persons submitting an application for assistance and receiving assistance under the Community Development Block Grant Program within the project activity location has the right to appeal any and all decisions for assistance and any types of assistance they may be eligible for. A copy of this policy and procedure is attached as an exhibit.

FINANCIAL PLAN

Only broad statements will be covered in this section. Specific information concerning the financing techniques for housing rehabilitation will be provided in the section under program procedures. Every effort will be made to provide families with assistance within the project activity location.

APPLICANT ELIGIBILITY REQUIREMENTS

All persons requesting CDBG funds will be required to complete an application for housing assistance. The application will assist in determining if the applicant is eligible for such assistance. This procedure is described under the housing rehabilitation section of this document.

REHABILITATION/RECONSTRUCTION ADVISOR

A rehabilitation/reconstruction advisor shall be utilized to perform housing activities in this program.. That advisor shall have no less than five (5) years experience. The duties to be performed by the advisor are attached as an exhibit to these policies and procedures.

FEDERAL SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM

All persons receiving public benefit under this program will be required to sign an Affidavit verifying status for City public benefit application form. (Ref. O.C.G.A 50-36-1) See Attachments for copy of form.

EXCLUSIONS AND ADJUSTMENTS TO APPLICANTS INCOME

The income of the dependent child or children, as defined by the United States Internal Revenue Service, shall be excluded from the applicant's income. However, a child or children's income shall be counted in determining applicant's income in cases where the child or its representative payee agrees to pay the applicant a stated sum on a regular basis for current maintenance.

RECONSTRUCTION

If applicable, reconstruction may be carried out in a target area which is less than a community as a whole with housing rehabilitation being the major thrust of the project.

TEMPORARY RELOCATION BENEFITS

Owner Occupied Units:

Generally, under this grant program, temporary relocation will not be offered for owner occupied housing units. However, if there is a special case where a family may not have someone to live with or may not be able to afford a temporary place to live while construction is underway, the

Grant Administrator may allow temporary relocation. If temporary relocation is deemed necessary, this would only be allowed for the reconstruction activity.

Rental Rehabilitation Units:

During the time of displacement, persons being temporarily displaced will be provided advisory services and reimbursement for all relocation, including moving, increased housing and utility cost deemed reasonable and necessary by the City of Perry project administrator.

A. U.R.A. - When necessary or appropriate, residential tenants who will not be required to move permanently, may be required to relocate temporarily for the project. All conditions of temporary relocation must be reasonable. At a minimum, the tenant shall be provided:

1. Reimbursement for all reasonable out-of-pocket expenses incurred in connection with temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility cost such as housing.
2. Appropriate advisory services, including reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and (d) The provisions of paragraph (1) written above.

ELIGIBLE/INELIGIBLE CONTRACTOR REQUIREMENTS

Contractors will be deemed eligible by the Project Administrator and the City of Perry only after a "Contractors Application for Registration" has been completed and is approved. All contractors performing work that requires a state license will be required to have a General Contractors license issued by the State of Georgia. However, the Georgia licensing board allows contractors to perform certain repairs without a license under the Traditional Speciality Contractors and Speciality Limited Service Contractors Rule. A list of these repairs is included in the exhibit section. These repairs may be performed by a non licensed contractor with the permission of the homeowner. A homeowner consent form is also attached in the exhibit section.

INELIGIBLE CONTRACTORS

The City of Perry or the Project Administrator shall remove any contractor from the approved contractors list for one or more of the following reasons:

1. Continuous performance of unsatisfactory (poor quality) work, as deemed by the City of Perry or project administrator.
2. Failure to maintain required insurance.
3. Failure to pay sub-contractors and/or material dealers.
4. Failure to respond to grievances from homeowners.
5. Failure to respond to warranty work in a timely fashion.
6. Failure to maintain current license and/or registration.
7. Insolvency, bankruptcy, or other conduct or condition which has resulted in a monetary loss to a homeowner in connection with any contract funded through a state or federal program.
8. Failure to complete contract work or abandonment of a job.
9. Withdrawal of bid without justification.
10. Conviction of a crime in connection with any contract work, or connection with payment, or receipt of funds from ANY state or federally funded program.

APPLICANTS - CONTRACTORS TERMS AND CONDITIONS

All applicable state and federal regulations, equal opportunity provisions, conflicts of interest, and etc. are incorporated into all construction contracts for housing rehabilitation to ensure that all housing goals and objectives are met. Sample contract is attached in the exhibit section.

CONTINGENCY

Contingencies will be set aside to address any hidden or unforeseen deficiencies that arise after housing construction contracts have been executed.

BIDDING POLICY

Grant Specialists of Georgia, Inc., Inc. Staff will be responsible for conducting all bid openings. The bidding process for housing activities will be open, free competitive process. The homeowner does however, retain the right to the negotiation process to ensure all housing goals and objectives are met to the fullest extent. See Exhibits named Owners Selection of Bidding Method and Contractor.

Lead Based Paint Hazard Removal

Testing for lead hazards will be necessary on any housing unit constructed prior to 1978 in which housing rehabilitation is proposed. A complete copy of the Requirements for Notification, Evaluation and Reduction of Lead Based Paint Hazards is attached as an exhibit to this document.

PROGRAM DEFINITIONS

The following are definitions of terms for this program:

AFTER REHAB APPRAISAL: The highest price a property will bring after rehabilitation if exposed for sale on the open market, allowing a

reasonable time to find a buyer who buys with knowledge of all uses for which the property is capable of being used or adapted. The value must reflect the consideration of the neighborhood upgrading expected as a result of the rehabilitation program.

AREA: Program activity location as prescribed in the 2017 City of Perry CDBG application. A map is attached to this document as an exhibit.

CODE VIOLATION: A violation of the Minimum State Housing Codes See MPS exhibit.

DATE CERTAIN: Date and time a loan is scheduled for settlement.

DECENT SAFE AND SANITARY DWELLING: A dwelling which meets applicable housing and occupancy codes. Any of the following standards which are not met by an applicable code shall apply, unless waived for good cause by the federal agency funding the program. The dwelling shall:
be structurally sound, weather tight and in good repair;
contain safe electrical wiring system adequate for lighting and electrical devices; contain a heating system capable of sustaining a healthful temperature of approximately 70 degrees for a displaced person, except those areas where local climatic conditions do not require such a system. If cooling is determined to be as critical as heating for a particular area, the displacing agency may require that an adequate cooling system be provided; adequate in size with respect to the number of rooms and area of living space needed to accommodate the family. There shall be separate, well-lighted, ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall and a toilet all in good working order and properly connected to appropriate sources of water and sewer drainage connections. There shall also be a kitchen area that contains a fully working sink which is properly connected to hot and cold water and the sewage drainage system. Adequate space and utility service connections shall also be present for a stove and refrigerator;

Structure shall provide unobstructed ingress and egress to safe open space at ground level. A second story unit shall have direct access through a common corridor and the corridor must have at least two means of egress;

persons with handicap disabilities must be provided with a dwelling free any barriers which would hinder reasonable ingress or egress.

DEFAULT: Failure of a mortgage to perform in accordance with the terms of the mortgage.

DEFERRED PAYMENT LOAN: A zero interest loan to "target area" homeowner. Families who own and occupy their homes will be required to enter into an Owner Occupied repayment agreement which stipulates that the recipient will not transfer title of ownership of the home for the period of affordability stated in the Owner Occupied Repayment Agreement which would be 5, 10 or 15 years based on the amount of rehabilitation funds spent on the unit.

DWELLING: Permanent or customary and usual residence of a person, according to local custom or law. This includes a single family house, multi-purpose property; condominium or cooperative housing project, a non-housekeeping unit; mobile home; or any other residential unit.

FEASIBLE FOR REHABILITATION: Property is considered to be feasible for rehabilitation if the rehabilitation cost necessary to bring the property up to minimum standards is less than the replacement cost.

FINANCIAL ADVISOR: Staff member for the project administrator responsible for loan origination and all other rehabilitation financial matters.

FORECLOSURE: Legal proceedings that terminate the mortgagee's ownership of the property covered by the mortgage.

GENERAL PROPERTY IMPROVEMENTS: Referred to as GPI's. Improvements to the property which does not constitute code violations, including, but not limited to, additions, enlargements, renovations, remodeling, site improvements, etc.

HAZARD INSURANCE: Insurance coverage for the loss of property due to fires and other hazards. (Home Owners Insurance)

INCIPIENT CODE VIOLATION: An element in structure that has not been cited as a code violation but the element is in early stages of deterioration and will become a code violation in a short period of time.

INCOME: INCLUSIONS, REPORTING, VERIFICATION AND EXCLUSIONS:

Sources of an applicant's income include the gross income of applicant and all other persons related by blood (18 years of age or older), marriage, or operation of the law, who share the same dwelling unit. An applicants income is established on an annual gross basis at the time of applying for assistance from the following:

- a) The applicant's earnings;
- b) Spouses earnings;
- c) Any funds contributed on a regular basis by any household member who does not have an ownership interest in the property;
- d) Other income received regularly by the applicant or his/her family from any source; (saving account)
- e) Net income from real estate, other than property to be rehabilitated, and any other net business income;
- f) Income from the rental units other than the property to be rehabilitated based on the following;

Gross rental income for one year minus expenditures for mortgage principal and interest, mortgage insurance premiums service charges, hazard insurance, real property taxes and special assessments, maintenance and repairs, heating and utilities, ground rent, and other cash expenditures for the
Page 8

property, such as advertising of vacancies.

g) Applicants who are self employed shall be required to submit tax returns for the past 2 years;

h) When computing gross family income for the purpose of determining "low/mod" eligibility for benefits and deferred payment loans, medical expenses for long-term illnesses can be deducted from gross family income.

INITIATION OF NEGOTIATION: The delivery of initial written offer of just compensation to the owner to purchase the property for the project.

INTEREST: A percentage of a loan paid by the borrower to the lender for the use of the lender's money.

LIEN: A claim against property which entitles the person holding the lien to take appropriate legal action to satisfy the claim.

LOAN APPROVING OFFICER: The individual employed by the local lending institution who is responsible for approving loans and taking corrective actions for delinquencies and defaults.

LOW INCOME: An applicant whose family size does not exceed the limits for "Low and Moderate Inome" as authorized by the HUD Section 8 for Houston County as revised.
(See Exhibit B)

LOW AND MODERATE INCOME UNIT: A dwelling unit with the market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR, Part 888.

OWNER-OCCUPIED PROPERTY: A property used entirely for residential purposes that is occupied by the owner.

OCCUPIABLE DWELLING UNIT: A dwelling unit that is in standard condition or is in substandard condition suitable for rehabilitation.

PRINCIPAL: The original amount or sum of money on which interest will be paid.

PRINCIPAL REDUCTION: The sum of CDBG funds that will be used to reduce the loan that the investor-owner must borrow from a lending institution to induce an incentive to the borrower to participate in the Housing Rehabilitation Program.

PROJECT ADMINISTRATOR: Individual responsible for intake, processing and submission of the application as well as the day-to-day operation of the program.

REHABILITATION ADVISOR: Individual responsible for the rehabilitation work write-ups, cost estimates, inspections and contract management.

REPAYMENT AGREEMENT: Agreement entered into by the City of Perry and the property owner for security of housing rehabilitation funds.

STANDARD CONDITION: Property that meets or exceeds the Minimum Property Standards of the locally adopted housing code and/or the Minimum Property Standards of the Section 8 Housing Code.

SUBSTANDARD CONDITION: Structural/mechanical conditions of a dwelling unit do not comply with the locally adopted housing code or, at a minimum, the Housing Quality Standards of the Section 8 Housing Assistance Payments Program.

SUBSTANDARD CONDITION SUITABLE FOR REHABILITATION: Conditions of a dwelling unit is determined to be structurally feasible for rehabilitation according to the feasibility test.

TITLE REPORT: A written report which indicates the owners record of the property and any encumbrances against the property.

UNLAWFUL OCCUPANT: A person has been ordered to move by the court of competent jurisdiction prior to initiation of negotiations or its determined by the recipient to be a squatter who occupying the property without permission of the owner and has no legal right to occupy the property under state law. A displacing agency may however, at its discretion consider such a squatter to be in lawful occupancy.

UNOCCUPIABLE: Substandard dwelling unit is dilapidated and does not meet the Feasibility Test. (A sample feasibility test is attached as an exhibit to this document.)

VACANT OCCUPIABLE DWELLING UNIT: A vacant unit that is in standard or substandard condition which is suitable for rehabilitation or a dwelling unit that has been occupied (except by squatter) at any time within a one year period beginning one year before the date of demolition of the unit.

WARRANTY DEED: Legal instrument that conveys title, rights and possession of a property.

WORK WRITE-UP AND COST ESTIMATE: Statement prepared by the rehabilitation advisor based on a property inspection report that itemizes all rehabilitation work to be done on the property and includes an estimate of the costs to correct each item.

CHANGES WAIVERS AND/OR CONFLICTS

The City shall have the right to change, modify or revoke all or any of this plan by a majority vote of the City Council, provided an accepted alternative rehabilitation program is approved.

The right to waive minimum property standards shall be retained by the project administrator acting on behalf of the City Council, providing such

a waiver will not diminish marketability of the property when long standing local acceptance is evident or the architecture of the structure makes compliance infeasible.

METHODOLOGY FOR UTILITY COSTS

Pre-existing rehab utility cost will be determined by one year utility receipts. Post rehab utility cost will be determined by GHFA utility cost, of which a copy is available at Perry City Hall.

HISTORIC PRESERVATION COMPLIANCE

All efforts will be performed to comply with historic preservation. A copy of the programmatic Agreement between DCA and Historic Preservation Division is attached.

ACQUISITION PROGRAM PROCEDURES, if applicable

The City of Perry will make every reasonable effort to acquire the real property expeditiously by negotiation and ensure that all acquisition of real property is acquired through the following procedures:

Determine the property to be acquired;

establish that there are no outstanding liens on the property to be acquired through a title search process.

General Information Notice: This notice will be mailed or hand delivered stating the City's interest in acquiring their property, enclosed will be the HUD booklet "When A Public Agency Acquires Your Property".

Appraisal: Before the initiation of negotiations, the real property to be acquired shall be appraised, except as provided in paragraph titled Owners Determination for purchase of property in this section as stated in Federal Regulations - Vol. 54, No. 40, March 2, 1989, 24.102 (c) (2), and the owner, or the owners designated representative, shall be given opportunity to accompany the appraiser during the appraiser's inspection of the property. Once the appraisal is complete a review appraisal will be performed. This review appraisal will ensure that the original appraisal was performed properly.

Owners Determination For Purchase Of Property: This notice will be hand delivered to the owner stating that the owner is to be informed that they have the right to either/or (1) received full just compensation (fair market value) based on an appraisal or other available data; (2) donate the required land and/or dwelling/easement/rights-of-way; (3) waive the right to an appraisal; or (4) negotiate an amount of money or services agreeable to both parties.

Written Offer To Purchase And Summary Statement Of The Basis For The Determination Of Just Compensation: This notice will be provided to the

owner. This notice must include a description and location identification of the real property and the interest in the real property to be acquired. Also included will be the identification of all buildings, structures or other improvements to be acquired. Obtaining evidence of the owner's receipt of this document as well as the date of receipt shall constitute "INITIATION OF NEGOTIATIONS".

Grant Specialists of Georgia, Inc., Inc. and the City of Perry will make reasonable efforts to contact the owner or the owner's representative and discuss the projects offer to purchase the property, policies and procedures, including all eligible payments. The owner will be given reasonable opportunity to consider this offer.

Should the owner disagree with the offer, they may present materials to the City which they believe are relevant in determining the value of the property and suggest modifications in the proposed terms. After review of said documents, if the City of Perry and Grant Specialists of Georgia, Inc., believe that the owners offer is warranted, Grant Specialists of Georgia, Inc. will reestablish "Just Compensation" and offer that amount to the owner in writing.

Waiver Of Just Compensation/Appraisal: If the owner waives their rights to an appraisal and/or "Just Compensation" a WAIVER OF JUST COMPENSATION AND/OR APPRAISAL will be signed by the owner and retained for the purpose of removal of said purchase.

A Bill of Sale and Easement will be provided to the owner that shows the transfer of ownership to the City, and the right of easement for the purpose of removal of said purchase.

Closing Statement Of Sale: A statement will be issued to the seller from the City showing the net purchase to seller and the total disbursements of the sale. Grant Specialists of Georgia, Inc. will schedule a closing meeting and hold same. A statement of settlement costs and a bill of sale will be furnished by Grant Specialists of Georgia, Inc. and all closing documents will be retained in the individual case file.

Power Of Eminent Domain: If the power of eminent domain is exercised by the City, formal condemnation procedures will be instituted. An amount not less than the City's determination of "Just Compensation" for the property will be deposited with the court. The time of condemnation will not be advanced or negotiations deferred to compel an agreement on price.

Appeals Policies and Procedures: A written appeals policy and procedure statement will be provided to the recipient when they receive the preliminary acquisition notice.

Individual Case File: If an owner owns more than one property in the project area, a separate case file will be kept on each property

purchased.

HOUSING REHABILITATION PROCEDURES

The City of Perry has contracted with Grant Specialists of Georgia, Inc. To administer and give technical assistance in this CDBG program to ensure that all housing rehabilitation will comply with the following procedures.

All applicants for housing assistance will be provided a copy of the approved Appeals Policies and Procedures at the time of application. All applicants will have their rights explained to them at that time.

1. Application for Housing Assistance

A. Determine of Priority Process:

Application will be accepted on a "first come first serve" basis. Applicants submitting incomplete applications will be notified of the discrepancies and applications will be returned to the applicant for completion.

If a completed application is not returned within the established time frame, it will be returned to the bottom of the application list.

If more applications are submitted than can be handled in one bid-opening, handicapped and elderly will take priority.

B. Appeals Policies and Procedures

All applicants for housing assistance will be provided a copy of the approved Appeals Policies and Procedures at the time of application. All applicants will have their rights explained to them at this time.

2. Applicant Eligibility Requirements

A. Low and Moderate Income Requirements:

(i). Proof of Income - This will be verified through: a) the previous years tax returns; b) employment pay stubs and/of copy of check; c) verification of employment from employer or verification of income through AFDC/SSI/Social Security/VA or personal retirement plan.

(ii). Verification of Deposit - All bank accounts will be verified through the bank.

B. Property ownership - A copy of the Warranty Deed submitted by the applicant and title search through an attorney.

C. Proof of Property Insurance - Each owner receiving housing rehabilitation assistance will be required to provide proof of fire insurance prior to the initiation of construction. If insurance can not be provided due to the condition of the unit, insurance must be provided after completion of the unit.

D. Paid Property Taxes - Applicants must submit a copy of paid property taxes that shows taxes are paid up-to-date.

E. Reside In Specific Targeted Area - Housing rehabilitation assistance will be provided to only those families who reside within the specific targeted area.

F. Proof that all city utilities are paid and current, ie: water, sewer, trash, etc.

G. Lead Based Paint Notice - The owner will be required to sign a copy of the HUD "Lead Based Paint Warning Notice" that certifies that they have received a copy of this notice and are aware of lead base paint.

3. Initial Inspection

A. Feasibility Test - An economical and structural test will be performed on the housing unit to determine if it is cost feasible for rehabilitation, reconstruction or if it would be more feasible to acquire the dwelling and provide either on-site new construction or other types of assistance to ensure that all residents of the target area live in standard housing.

4. Reconstruction

In reconstruction cases, temporary relocation assistance may be provided in special hardship cases as follows:

A. Assistance may be provided in finding a suitable temporary replacement unit. The monthly rent of the temporary dwelling will be provided by CDBG funds, if available.

B. Persons receiving temporary relocation assistance will be provided moving and related expenses if needed. Specifically they will be provided for all out-of-pocket expenses incurred in connection with temporary displacement, if deemed necessary.

5. Preparing the Work Write-Up and Cost Estimate

If housing units are feasible for rehabilitation, a work write-up is then prepared, indicating corrections of code violations by line item to ensure that minimum state codes are met. A cost estimate is then calculated from the work write-up by utilizing the Rehab Advisor's "Local Cost Index".

When the determination has been made to proceed, the Rehab Advisor will contact the owner to finalize and disclose each item of the work write-up.

6. Financing

Financial assistance will be provided for substantial rehabilitation via deferred payment loans, also known as owner-occupied repayment agreements. Home owners will be required to enter into these agreements with the City of Perry. These deferred payment loans will be recorded at the Houston County Courthouse. Repayment agreements will be entered into as follows:

- * Based on family size, families with gross annual incomes that fall below the poverty level will be required to provide a one time payment of \$500 toward the cost of rehabilitation.
- * Based on family size, families with gross annual incomes that exceed the poverty level but fall below 50% limits (very low) will be required to provide a one time payment of 7% of their total gross yearly household income toward the cost of the rehabilitation.
- * Based on family size, families with gross annual incomes that exceed 50% limits but fall below the low income limit will be required to provide a one time payment of 10% of their total gross yearly household income toward the cost of the rehabilitation.

7. Invitation to Bid

Bid packets (work write-ups without cost figures) are prepared by the Rehab Advisor and delivered to the City for dispersing to contractors. At the same time, the Rehab Advisor will send letters to qualified contractors informing them of where and when they may obtain a bid packet, and instructions for submitting bids. Bids are to be returned to the City of Perry offices in a sealed envelope with the name of the property owner job(s), the date of the bid opening, and the name of the contractor on the front of the envelope.

8. The Bid Opening

At the bid opening, the precise time will be synchronized with the contractors present. The Rehab Advisor will be present to answer questions concerning the work write-up.

The Project Administrator will preside over the bid opening. Each bid will be opened separately and read aloud. Minutes of the bid opening and a tabulation of all bids received will be recorded for documentation. The purpose of the bid process is to determine lowest bid. The homeowner has the right to reject any and all bids submitted. With homeowners concurrence and acceptance of the low bid, the successful contractor will be mailed a bid acceptance letter.

Upon award of the contract, the Project Administrator will notify unsuccessful Contractors that they were not awarded the contract.

9. Determination of "Reasonableness" of Low Bid:

After all bids have been opened and recorded, the Rehab Advisor will then perform a "bid analysis" to determine if the bid falls within 10% above or below the Rehab Advisors cost estimate. This process will ensure that the "low" bid is of an adequate amount to perform the work that is prescribed in the work write-up.

a. Preconstruction Conference: The Program Administrator will schedule a meeting between the homeowner and the contractor to discuss the details of the contract and the construction of the unit to be rehabilitated. All aspects of the contract and each phase of construction will be reviewed at this time.

b. Contract Required: Rehabilitation financed through this program shall be undertaken only through a written contract document between the contractor and the homeowner. The contract shall be signed by the homeowner and the contractor following approval of the grant/loan. The contract shall be initiated by a written "commencement notice" to be issued by the Rehab Advisor and no work shall commence until such notice is given. The contract shall contain a bid and proposal from the contractor, a work write-up, the Standard Specifications for Residential Rehabilitation, the Terms and Conditions for Rehabilitation Assistance, and a Contractors Warranty.

Upon the award of a construction contract for rehabilitation, the contractor shall execute three (3) original contract documents. They shall be distributed as follows:

1. One original to owner
2. One original to the contractor
3. One original to be kept in the owners case file.

c. Disputes Between the Property Owner and the Contractor:

In the event a dispute occurs with respect to the rehabilitation work, the Project Administrator shall take appropriate action in accordance with the provisions of the rehabilitation contract. No legal action shall be instituted by the Project Administrator on behalf of either party in connection with the rehabilitation contract.

Such appropriate action shall include arbitration to assure the protection of both the property owner and the contractor. An Arbitrator shall be appointed by the City.

10. Inspection:

The contractor shall be required to promptly secure all necessary inspections and approvals required and permit reasonable inspection of all work by authorized inspectors.

It is the Rehab Advisor's responsibility to be present at the job site when the contractor begins work and throughout the rehabilitation process while work is ongoing. Periodic inspection reports will be made by the Rehab Advisor to show general progress of work along with any changes or deficiencies which may have occurred during the rehabilitation process.

11. Progress Payments:

A progress payment will be made available to the contractor after eighty percent (80%) of the scheduled work has been completed. During unusual cases, such as hardship, a contractor may request a progress payment, however, a minimum of fifty percent (50%) of the work scheduled must be completed. The determination of a progress payment before the 80% completion point will be that of the Rehab Advisor with the Homeowners concurrence. No more than Four payments will be made to the contractor.

12. Change Orders

Complexities involved during the initial inspection of a housing unit often times make it impossible to detect every hidden code violation. Rehab Advisor's will rarely certify that the housing unit in question will be brought up to minimum state codes when the initial work write-up has been completed. The alternative is to prepare a changeorder to be attached to the rehabilitation contract. This change order will describe the work necessary to reach MSC on the housing unit. The procedure for obtaining a reasonable amount to do the additional work is basically the same principle in securing a negotiated bid.

The rehab advisor shall prepare an itemized list of work to be performed or deleted. Justification for added or deleted items will be described in detail. The contractor will then price each item as requested on the change order and return it to the rehab advisor. The rehab advisor will then determine if the figures are justified by comparison to his Local Cost Index. Lastly, the rehab advisor will discuss the changes with the homeowner for final approval. With the homeowners concurrence, the change order is prepared and executed.

13. Executing Close-Out

Final inspection will be made by the rehab advisor and/or the project administrator only when it has been requested by the contractor and conducted on the assumption that all work has been completed. Reference to the work write-up along with any change orders will be used by the rehab advisor as a check-list for compliance to insure that all work has been completed. Any work items that do not meet specifications for residential rehabilitation will be listed and given to the contractor. After all items on the list have been corrected, the contractor may again request a final inspection.

14. Individual Case File

Separate files will be made for each individual project, and if an owner owns more than one parcel of property in the project area a separate file will be kept on each parcel of property.

RECONSTRUCTION PROCEDURES

The reconstruction procedures shall follow the same guidelines as the rehabilitation procedures with the following exceptions. All new reconstructions will be in compliance with the most recent International Residential Codes for 1 and 2 family dwellings and all amendments. (International Building Code) as well as the following codes:

- International Building Code
- National Electric Code
- International Gas Code
- International Mechanical Code
- Ga. State Energy Code
- International Plumbing Code
- International Fire Prevention Code

Whereas, the City of Perry has been awarded a Community Development Block Grant from the Georgia Department of Community Affairs.

And

The Community Development Block Grant is for the purpose of assisting low and moderate income persons with their housing needs. A Language Access Plan (LAP) has been prepared for the City of Perry and the City of Perry hereby approves the Language Access Plan (LAP) for the purpose of administering the 2019 City of Perry Community Development Block Grant Program.

Signed this _____ day of _____, 2019

Willie J. King, Mayor Pro Tempore

Attest:

Annie Warren, City Clerk

**City of Perry 2019 CDBG Program
LANGUAGE ACCESS PLAN (LAP)**

**Grantee: City of Perry
CDBG Grant Number: 19b-x-076-2-6085
Target Areas: Riley, Gordy, Stanley, Deanview and Baird Streets in
the City of Perry, Ga.**

**Prepared by: Sherry Kurtz, Grant Administrator
Grant Specialists of Georgia, Inc.
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I. Introduction

The mission of the City of Perry is to impact our community by advocating affordable housing and offering solutions to quality home improvements without discrimination. The City of Perry has contracted with Grant Specialists of Georgia, Inc. to administer the City of Perry's CDBG grant.

This *Language Access Plan* has been prepared to address the City of Perry's responsibilities as a recipient of federal financial assistance from Georgia Department of Community Affairs programs & grants funded by HUD as they relate to the needs of individuals with limited English language skills.

The plan has been prepared to ensure compliance with HUD's guidance and Title VI of the Civil Rights Act of 1964, and its implementing regulations. Under HUD's guidance, the City of Perry must take reasonable steps to ensure meaningful access to their programs and activities by persons with Limited English Proficiency (LEP).

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including the City of Perry.

For purposes of this Language Access Plan (LAP) known as "the Plan", Limited English Proficient (LEP) persons or LEP homeowners mean individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. Such persons may be eligible to receive language assistance with respect to a particular services, benefit, or encounter.

City of Perry has conducted a Four-Factor Analysis which considers the following factors to determine how to provide needed language assistance.

1. The number or proportion of LEP persons in the service area who may be served by the City.
2. The frequency with which LEP persons come in contact with City services.
3. The nature and importance of services provided by the city to the LEP population.
4. The interpretation services available to the City and overall cost to provide LEP assistance.

A summary of the results of the four-factor analysis is in the following section.

In accordance with HUD Safe Harbors for LEP, the City of Perry will translate written Community Improvement documents for groups that are at least 5% of the population eligible (and more than 50 persons) or 1,000 persons, whichever is less. If there are fewer than 50 persons in a language group that reaches the 5% trigger above, the City of Perry will not translate

the vital Community Improvement written materials, but provides written notice in the primary language of the LEP group of the right to receive competent oral interpretation of those written materials, free of cost.

The size of the language group determines the recommended provision for written language assistance.

	Size of language Group	Recommended Provision of Written Language Assistance
	1,000 or more in the eligible population	Translated vital documents
	More than 5% of the eligible population or beneficiaries and more that 50 in number	Translated vital documents
	More than 5% of the eligible population or beneficiaries and 50 less in number	Translated written notice of right to receive free oral interpretation of documents
X	5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required

II. Meaningful Access: Four Factor Analysis

The Four- Factors are as follows:

Factor 1:

The number or proportion of LEP persons in the service area who may be served or are likely to require Perry services.

We have determined the number of LEP persons eligible to be served or likely to be encountered by the City of Perry. The City of Perry which is located in Dooly County has a population of 15,633 persons. (See attached [Census data and tables](#))

Total Population > 5 years old – 14,208

Total LEP Population > 5 years old - 279

Percent LEP 2%

Factor 2:

The frequency with which LEP persons come in contact with City of Perry services.

The City of Perry staff reviewed the frequency with which City Council, office staff and

maintenance staff have, or could have, contact with LEP persons. This includes documenting phone inquiries or office visits. To date, Perry has had no requests for interpreters and no requests for translated program documents. The City Council, office staff and maintenance staff have had very little contact with LEP persons.

A review of the current 2019 CDBG target area shows a 88.7% African American population with all target area residents speaking English as their primary language.

Frequency of Interaction: Annually

For Project Applications/awards:

- a. When notifying the public about potential or ongoing grants and activities
- b. When surveying income in the target area
- c. When determining preliminary eligibility for housing and/or other activities

For Homeowner Rehabilitation/Reconstruction:

- a. When notifying the public about the grant award and activities
- b. When seeking applicants to participate in the program When seeking qualified contractors
- c. When working with homeowners selected for assistance
- d. When seeking qualified contractors

Factor 3:

The nature and importance of services provided by the City of Perry to the LEP population.

The nature of our program is Rehabilitation/Reconstruction of owner's occupied homes. The importance and the impact of our program will benefit our community by advocating affordable housing and offering solutions to quality home improvements without discrimination. Access to services or information would be very important for the LEP individual. There is no geographic concentration of LEP individuals in the City of Perry. The overwhelming majority of the population, 98%, speak only English. As a result, there are few social, service, professional and leadership organizations within the City of Perry that focus on outreach to LEP individuals. The City of Perry and staff are most likely to encounter LEP individuals through office visits, phone conversations, notifications from maintenance staff of impacts on services and attendance at Council meetings. There are no LEP individuals in the current 2019 CDBG target area. However, if there is a community of limited English proficient households within any future targeted areas the City will reach out to these households in the language that they speak to ensure that adequate notification is achieved. Upon client request, the City of Perry will provide oral interpreters using bi-lingual employees or qualified contract interpreters.

Nature of the Program(s): Infrastructure and/or Owner-Occupied Housing Rehabilitation,

Reconstruction Assistance.

Importance of the Program(s): Denial or delay of access to services or information would not have serious or life-threatening implications for the LEP individual.

Factor 4:

The resources available to the City of Perry, and overall costs to provide LEP assistance.

The City of Perry reviewed its available resources that could be used for providing LEP assistance, including which of its documents would be most valuable to be translated if the need should arise. An “I Speak” card/poster will be made available to determine needed language translations. A notice will be posted in all ads for GA DCA/HUD programs regarding who to contact should language assistance be needed. Language translation, if needed, would be provided through the available bi-lingual staff and/or the Language Line Solutions (800-752-6096) for which the City of Perry would pay a fee.

The following resources are available at no costs to the recipient.

- Oral interpretation services
- Bilingual staff available upon request.
- Telephone service lines interpreters.
- Written translation services.
- Notice to staff and sub recipients of the availability of LEP services.
- Referrals to community liaisons proficient in the language of LEP Persons.
- Provide I “I speak” card. (see attached)

There are 2 employees on staff with the Perry Police Department that is fluent in Spanish. They are available to translate when needed.

III. Language Assistance

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to City of Perry services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How the City of Perry staff may identify an LEP person who needs language assistance:

Language Assistance Measures-Although there is a very low percentage in the City of Perry of

LEP individuals, that is, persons who speak English “not well” or “not at all”, it will strive to offer the following measures:

1. The City of Perry staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LEP persons:
 - Volunteer interpreters for the Spanish language are available and will be provided within a reasonable time period.
 - Language interpretation will be accessed for all other languages through a telephone interpretation service.
3. Language Identification Cards/Posters will be used as necessary to determine a client’s language needs.
4. The following statements will be added to public meeting and event notices concerning GA DCA/HUD programs:

“Persons with special needs relating to handicapped accessibility or foreign language should contact City Clerk at 478-988-2736 before _____. This person can be located at the City Hall, 1211 Washington Street, Perry, GA 31069, and is available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. Persons with hearing disabilities may consider using the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135.”

IV. Staff Training

Language Access Coordinator or Contact Person:

Annie Warren will be Perry’s language access plan coordinator/contact person. Her contact information is as follows:

Annie Warren, City Clerk
1211 Washington Street
Perry, Ga. 31069
478-988-2736

How the Community Improvement staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- City staff will be provided with “I Speak” cards to assist in identifying the language interpretation needed if the occasion arises.
- City of Perry staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.

- When the City of Perry sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event it will help identify the need for future events.

The following training will be provided to all Community Improvement staff:

- Information on the Title VI Policy and LEP responsibilities;
- Description of language assistance services offered to the public;
- Documentation of language assistance requests; and
- How to handle a potential Title VI/LEP complaint.

All contractors, subcontractors and sub-recipients performing work for or receiving federal funds for Community Development projects will be required to follow the Title VI/LEP guidelines.

V. Translation of Documents

- The City of Perry weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time it is an unnecessary burden to have any documents translated.
- Due to the very small local LEP population, Perry does not have a formal outreach procedure in place. Translation resources have been identified and are limited in this region. However, when and if the need arises for LEP outreach, Perry will consider the following options:

When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

VI. Monitoring and Updating LAP Plan

Evaluation and revision process:

This language access plan shall be evaluated and revised, if needed, every five years using American Fact Finder for census information, or when it is clear that higher concentrations of LEP individuals are present in the City of Perry. Updates will include the following:

- The number of documented LEP person contacts encountered annually;
- How the needs of LEP persons have been addressed;
- Determination of the current LEP population in the service area;
- Determination as to whether the need for translation services has changed;
- Determine whether local language assistance programs have been effective and sufficient to meet the need;
- Determine whether the City's financial resources are sufficient to fund language assistance resources needed;
- Determine whether the City fully complies with the goals of this LAP Plan; and

- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

VII. Dissemination of Perry's LAP Plan

Signs will be posted at City Buildings notifying LEP persons of the LEP Plan and how to access language services.

VIII. Records

The City of Perry will maintain records in the City Clerk's office regarding its efforts to comply with Title VI LEP obligations. These records will be reviewed periodically and open to the public in an effort to improve service.

IX. Complaints and Appeals

Any person who believes they have been denied the benefits of this LAP or that the City of Perry has not complied with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 regulations may file a complaint with the City LAP Coordinator. The City LAP Coordinator may be the first point of contact for any complaints or appeals, but the DCA LAP Coordinator must be informed of all complaints and appeals. The LAP Coordinator will provide oversight of the complaint/appeal resolution process. To file a complaint, submit the written complaint to:

Annie Warren, City Clerk
1211 Washington Street
Perry, Ga. 31069
478-988-2736

or

DCA 504 Coordinator
fairhousing@dca.ga.gov
60 Executive Park South, N.E.
Atlanta, GA 30329-2231

A RESOLUTION
TO AMEND THE CITY OF PERRY FEE SCHEDULE

WHEREAS, periodically it is necessary to amend the fee schedule due to changes in operation or policy; and

WHEREAS, there is a need to add a new charge;

NOW, THEREFORE THE COUNCIL OF THE CITY OF PERRY HEREBY RESOVLES that the City of Perry Fee Schedule is amended as follows:

Section 1A. Licenses and Permits

2. Occupational Business Licenses/Permits, p. Solicitor is deleted

Section 2B. Charge for Services

5. Water/Sewerage a. Water Service, 2. Meter Installation b. Existing Service Meter Replacement is amended by adding:

6. Water box replacement \$40.00/each
(2nd time and every additional time)

CITY OF PERRY:

BY: _____
Willie King, Mayor Pro Tempore

ATTEST: _____
Annie Warren, City Clerk

(CITY SEAL)

Bid Submittal Summary Sheet

Bid Title/Number:	2020-06 Office Furniture for Community Development Suite
M&CC Meeting Date:	9/17/2019
Funding Source:	General Capital Projects Fund
Budgeted Expense?	Yes

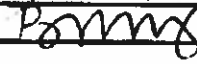
of Vendors Contacted: 3

Responsive Bidders:	Bid Amount
National Business Furniture	\$ 39,079.87
National Office Interiors & Liquidators	\$ 39,588.65


Posting Sources:

Houston Home Journal	
City of Perry's Website:	www.perry-ga.gov
GA Procurement Registry:	https://ssl.doas.state.ga.us/PRSapp/

Department Recommendation:

Vendor:	National Business Furniture
Amount:	\$ 39,079.87
Department:	Community Development
Department Representative:	Bryan Wood, Director
Signature:	

Purchasing Agent Recommendation:

Vendor:	National Business Furniture
Amount:	\$ 39,079.87
Purchasing Agent:	Mitchell Worthington, Asst. Finance Dir.
Signature:	

Bid Submittal Summary Sheet

Bid Title/Number: 2020-07 City-Wide HVAC Maintenance

M&CC Meeting Date: 9/17/2019

Funding Source: Various


Budgeted Expense? Yes

of Vendors Contacted: 8

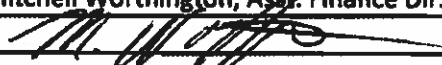
Responsive Bidders:	Bid Amount
Truman's Air Conditioning & Heating	\$ 14,371.00
Georgia Cooling	\$ 20,225.00

Posting Sources:
Houston Home Journal
City of Perry's Website: www.perry-ga.gov

Department Recommendation:

Vendor: Truman's Air Conditioning & Heating
Amount: \$ 14,371.00
Department: Public Works
Department Representative: Regina Davis, Building Maintenance Mgr
Signature: 

Purchasing Agent Recommendation:

Vendor: Truman's Air Conditioning & Heating
Amount: \$ 14,371.00
Purchasing Agent: Mitchell Worthington, Asst. Finance Dir.
Signature: 

CONTRACT FOR PROFESSIONAL SERVICES

This contract made this _____ Day of _____ 2019 by and between Grant Specialists of Georgia, Inc. (Hereinafter called the Grant Administrator) and the City of Perry (Hereinafter called the Local Government).

Whereas, the Local Government intends to engage in the firm Grant Specialists of Georgia, Inc. to render certain technical and administrative services by assisting the Local Government to implement and carry out its Community Development Block Grant Program 2019 CDBG #19b-x-076-2-6085.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1: Scope of Services

The Grant Administrator shall, in satisfactory, proper and professional manner, perform the following services which include, but are not limited to the following:

- 1) Monitor contractor compliance with the provisions of the Fair Labor Standards Act.
- 2) Monitor contractor compliance with the Davis-Bacon Act.
- 3) Prepare and submit draw down request as needed.
- 4) Prepare and submit quarterly Report documentation.
- 5) Review program for non-eligible costs.
- 6) Provide Fiscal Management to comply with HUD/DCA Audit Standards and provide copies of ledgers to County Auditor.
- 7) Monitor Civil Rights Compliance.
- 8) Provide all necessary housing compliance services which include, but are not limited to:
 - a) Prepare work write-ups with cost estimates on housing units
 - b) Perform Pre-construction conferences with owner and contractor
 - c) Prepare all paperwork to be signed by homeowner and contractor in triplicate (One set for homeowner, one set for contractor, one set to be retained in individual case file.)
 - d) Perform housing inspections weekly for the life of the rehabilitation project.
 - e) Prepare all contractors release of liens and change orders, as necessary.

ARTICLE II: Local Government Responsibilities

As required for correct prosecution of the work under this CONTRACT, the local government shall be responsible for the following:

- 1) Provide space at the local government, when necessary, for personnel assigned to carry

out duties under this contract.

- 2) Provide space to maintain one set of necessary files pertaining to the project.
- 3) Make available to assigned personnel any documents or data which are related to the administration of this project.
- 4) It is the local government's responsibility to maintain compliance with the following reporting requirements.
 - a) The Government Management Indicators Survey (GOMI) which is due June 30th each year. There is no extension permitted for this report.
 - b) The Report of Local Government Finance (RLGF) which is due 6 months after the local government's fiscal year ends. This report is due whether or not the local governments audit has been completed. There is no extension permitted for this report.

If these reports are not submitted by the due dates the local government will be out of compliance and DCA will freeze grant funds. If grant funds are frozen it will be the local government's responsibility to pay contractor's invoices submitted for projects that are in process at the time funds are frozen. These funds will be reimbursed to the City once the local government has regained compliance with DCA.

ARTICLE III: Grant Administrator's Responsibilities

Grant Administrator shall adhere to all requirements in the applicable CDBG Applicants and Recipients manuals including all requirement referenced in the manuals as well as the other directives issued by DCA.

The Grant Administrator shall provide a designated project manager to serve as the Local Government's principal contact for all services performed under this contract.

Indemnification: The Grant Administrator covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Grant Administrator shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Grant Administrator shall defend, indemnify and hold harmless the Local Government, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Grant Administrator, any subcontractor, anyone directly or indirectly employed by the Grant Administrator or subcontractor or anyone for whose acts the Grant Administrator or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the Local Government or Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would

otherwise exist as to any party or person described in this provision. In any and all claims against the Local Government or Local Government Parties, by any employee of the Grant Administrator, any subcontractor, anyone directly or indirectly employed by the Grant Administrator or subcontractor or anyone for whose acts the Grant Administrator or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grant Administrator or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Local Government and Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement. Grant Administrator does not indemnify the Local Government Parties for any misconduct or liability caused by any housing rehabilitation contractor that is selected by a homeowner to perform any work under the 2019 CDBG Grant.

ARTICLE IV: Payment of Services

The Grant Administrator will perform all administrative services for the sum of \$ 69,744.00. This fee shall be payable upon receipt of invoices. Final payment shall be due upon completion of the entire project. (These funds will be provided through the individual line item number pertaining to General Administration) The term of this contract will be from the date of formal award or Grant Period provided by the Georgia Department of Community Affairs.

The Grant Administrator will perform all stick-built housing rehabilitation and reconstruction services for a sum of \$ 2,500.00 per completed individual housing unit. (These funds will be provided through the individual line item number pertaining to the type of housing assistance performed) See attached breakdown of costs.

Lead-based Paint Testing. The Grant Administrator will provide lead-based paint testing services as follows: (1) Testing \$1,925; (2) Risk Assessment \$250; (3) Clearance Testing \$250; and Lead PDC 300.00.

In addition, project delivery cost for manufactured housing assistance, if applicable, will not exceed the prescribed amount as set forth by DCA under the Special Conditions governing this program.

ARTICLE V: Termination of Agreement

This contract shall terminate at the satisfactory completion of the grant project and upon approval of DCA by issuance of a conditional letter of close-out of the grant. It is further agreed that this contract may be terminated by either party at any time upon thirty (30) day written notice to the other party. The Local Government shall reimburse the Grant Administrator for any valid expenditures eligible under this agreement that the Grant Administrator will have incurred only with permission by the Local Government during the thirty (30) day period.

ARTICLE VI: Contract

THE EXECUTED CONTRACT DOCUMENTS shall consist of the following:

- A) This contract
- B) General Conditions (including)
 - (1) Section 3 Clause
 - (2) EEO Clause

THIS CONTRACT, together with other documents enumerated under ARTICLE VI, which said other documents are as fully a part of the contract as if hereto attached of herein repeated, forms the contract between the parties hereto. In the event that any provisions in any component part of this CONTRACT conflicts with any provision component part, the provisions of the component part first enumerated under ARTICLE VI shall govern, except as otherwise specifically stated.

THIS CONTRACT accepted and executed in two originals this _____ day of _____, 2019:

City of Perry as part of ALocal Government@

BY: _____
Qualifying Official

ATTEST: _____
City Clerk

Grant Specialists of Georgia, Inc. as part of AGrant Administrator@

BY: _____
President, Owner

ATTEST: _____

SECTION 3" CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968

1. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
2. The parties of the contract will comply with the provisions of said Section 3, the regulations issued pursuant thereto by the Secretary of the U.S. Department of Housing and Urban Development as set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this Contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these regulations.
3. The Contractor will send to each labor organization or representatives of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker=s representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.
4. The Contractor will include the Section 3 clause in every subcontract for work in connection with the project, and will, at the direction of the applicant for or recipient of federal finance assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this Contract, shall be a condition of the federal financial, assistance successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors, and assigns, to those sanctions specified by the CDBG Program through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

EEO CLAUSE

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but is not limited to the following: Employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the said labor union or workers= representative of the Contractor=s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of the Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for the purpose of investigation to ascertain compliance with such rules, regulations and orders.

Implementation Schedule of Activities

Activity	Initiate		Completion	
Award of Funds	N/A		October	2019
Environmental Process	Completed			
Development of Policies and Procedures	October	2019	October	2019
Easement Acquisition Process	N/A			
Housing Application Process	November	2019	January	2021
Housing Rehabilitation Process	January	2020	July	2021
Project Design	November	2019	April	2020
Street/Flood and Drainage Bidding	May	2020	June	2020
Street/Flood & Drainage Construct.	August	2020	February	2021
Close-out Process	August	2021	August	2021

GWES, LLC.

PROFESSIONAL SERVICES AGREEMENT

This agreement made as of September 10, 2019 between City of Perry (**Client**) and GWES, LLC. (**GWES**) to perform professional services for the assignment described as follows:

Project: CDBG Creekwood Improvements

Location: Perry, Georgia

Description of Project:

In the Spring of 2019, GWES provided the City with a Preliminary Engineering Report (PER) that was used in securing a Community Development Block Grant (CDBG) for the Creekwood Neighborhood. The area has experienced continuous drainage issues due to the lack of storm drainage maintenance and infrastructure. The purpose of the project includes providing the Creekwood Neighborhood with new storm drainage infrastructure, addressing the existing drainage issues in the area, and providing street improvements.

- I. **PROFESSIONAL SERVICES:** GWES agrees to perform the following Basic Services under this contract:

Refer to Exhibit A dated September 10, 2019 for a description of services to be provided under this agreement.

- II. **COMPENSATION:** The compensation to be paid to GWES for providing the requested services shall be:

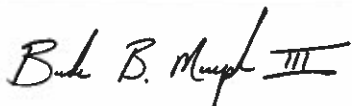
<input type="checkbox"/>	Estimated Fee \$ Enter	or Maximum Fee \$ Enter
<input type="checkbox"/>	Lump Sum \$ Enter	
<input checked="" type="checkbox"/>	Other Lump Sum basis including expenses with a not to exceed limit of (specify) \$64,617.00	

GWES shall submit invoices to the Client monthly for services rendered. Invoices shall be accompanied by a description of services rendered and progress schedule for completion of the work. Payment is expected within net 30 days from receipt of invoice. GWES reserves the right to suspend or terminate work and to charge 1.5% per month for any invoice amount not paid within 30 days.

- III. **TERMINATION:** This Agreement may be terminated by seven (7) days' written notice from either party in the event of substantial failure by the other party and through no fault of the terminating party to perform in accordance with the terms herein. If this Agreement is so terminated, the Client shall pay GWES for work satisfactorily completed up to the date of termination.
- IV. **INDEMNIFICATIONS:** GWES and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or

cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault.

- V. **INSURANCE:** GWES shall, prior to commencement of work, submit to the Client a certificate of insurance for coverage currently in effect (errors and omissions, worker's compensation, automobile, and general liability coverage). It is GWES's responsibility to notify the Client immediately of any significant policy change or termination of coverage and to supply new certificates of insurance when policies are renewed.
- VI. **DISPUTES RESOLUTION:** It is agreed by both parties that all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties or by either party if its right would be irrevocably prejudiced by a delay in initiating arbitration or the right to file a lawsuit.
- VII. **NONDISCRIMINATION:** GWES shall comply with all applicable laws, rules, orders, and regulations of governmental authority covering the production, sale and delivery of materials or services specified herein. Such laws, rules, orders, and regulations shall include, but are not limited to, Executive Order 11246, 41CFR60-741.4, which covers Section 503 of the Rehabilitation Act of 1973, and 41CFR60-250.1, which covers the Vietnam Era Veterans' Readjustment Assistance Act of 1974, both of which are hereby incorporated by reference.
- VIII. **GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the Law of the State of Georgia.

City of Perry		GWES, LLC.	
By:		By:	
Printed Name:	Lee Gilmour	Printed Name:	Burke B Murph III
Title:	City Manager	Title:	Principal
Address:	1211 Washington Street Perry, GA 31069	Address:	1222 Main Street Perry, GA 31069
Date Signed:		Date Signed:	September 10, 2019



1222 Main Street
Perry, GA 31069
(478) 235-0307
www.gwesllc.com

EXHIBIT "A"

September 10, 2018

Mr. Chad McMurrian
Lead Engineering Technician
City of Perry
PO Box 2030
Perry, GA 31069

Re: CDBG Creekwood Improvements Engineering Proposal for Services

Dear Mr. McMurrian,

Please accept this letter as GWES, LLC's (GWES) proposal for services for the CDBG Creekwood Improvements for the City of Perry (City), Georgia. We thank you for the opportunity to assist the City with this important project.

PURPOSE

The Creekwood Neighborhood, a low-income housing area in the southern part of Perry, Georgia, bounded to west by I-75, east by General Courtney Hodges Blvd, has experienced continuous drainage issues due to the lack of storm drainage maintenance and infrastructure. Even though some infrastructure conveys water to multiple outfalls located in the northwestern portion of the neighborhood, the majority of the 59 properties have no infrastructure along streets to reduce the likelihood of flooding on their property. Additionally, the current street conditions have compounded the drainage issues in the area and will continue to erode if not addressed.

In the Spring of 2019, GWES provided the City with a Preliminary Engineering Report (PER) that was used in securing a Community Development Block Grant (CDBG) in the amount of \$996,350 for FY2019. Based on the PER's hydraulic and hydrologic analysis of existing conditions, it was determined that an all-encompassing design would be the most beneficial to the Creekwood Neighborhood in addressing issues throughout and staying within the budgetary limitations of the CDBG. The proposed improvements include constructing swales along both sides of the road of the internal streets as well as interconnecting the system along Baird Drive and making substantial improvements to existing outfalls in order to provide the area with increased drainage capacity. It also includes much needed street improvements for the Creekwood Neighborhood.

The proposed storm drainage infrastructure improvements include the following, as shown in the figure below:

- Constructing over 5,000 LF of Drainage Swales on both sides of the road, 1,200 LF of Driveway Culverts, 1,280 LF of 18-inch Drainage Pipe, and 11 Drop Inlets
- Connecting to the Existing Baird Drive Drainage System

- Improving the Existing Ditch System that Runs Along Gordy Street
- Improving Retention Pond Outfall and Repairing the Existing Outfall Ditch System
- Street Improvements to include Repairing, Replacing, and Resurfacing Existing

The proposed improvements listed above would provide the Creekwood Neighborhood with new storm drainage infrastructure, address the existing drainage issues in the area, and provide street improvements.



SCOPE

GWES' scope includes providing engineering survey, engineering design, bidding, and construction administration services for the proposed improvements for the City.

TASK 1 – ENGINEERING SURVEY

We propose to provide the following engineering survey services for the subject project:

- Perform approximately 4300 linear feet (LF) of topographic survey tied to Georgia State Plane coordinates according to the project location map above.
- Collect design utility (gas, sewer, water, power, telecommunications, etc.) locates along adjacent road using 811 design ticket locates.
- Identify curb and gutter, driveways, landscaping beds, trees (18" and larger), sidewalks, decorative brick, structures, ramps, etc.
- Identify storm drainage structures, pipe sizes, and inverts, hydrants, valves, meters, etc. within corridor.

- Identify overhead utilities such as power poles, control panels, junction boxes, etc.
- Identify sanitary sewer manholes, pipe sizes, and top and invert elevations within corridor.
- Verify no stream or wetland impacts in project corridor.
- Prepare dwg file in Civil3D for use in design.

TASK 2 – ENGINEERING DESIGN

We propose to perform the following engineering design services for the subject project:

- Perform site investigation to verify survey and evaluate project constraints.
- Coordinate with the City on design preferences and methods of improvements.
- Develop design drawings and technical specifications at 75% milestone for City review and approval.
- Revise design drawings and specifications according to City review comments for each milestone to a maximum limit of one (1) time.
- Attend monthly project progress meetings to discuss design considerations and development.
- Prepare and submit land disturbing activity (LDA) permit and Notice of Intent (NOI) applications for City review and approval.
- Submit LDA and NOI applications to Georgia Environmental Protection Division (GA EPD) for review and approval.
- Prepare an opinion of probable construction cost at 100% design completion.
- Prepare and submit 100% Contract Documents for potential improvements to City in hard and electronic format for record and use.

TASK 3 – BIDDING

We propose to perform the following bid services for the subject project:

- Conduct a mandatory pre-bid conference.
- Provide Request for Information (RFI) and Clarification responses to bidders.
- Prepare addenda(s) for bidder review and use.
- Conduct bid opening.
- Perform bid evaluation and coordinate evaluations with the City.
- Provide a Recommendation of Award to the City.

TASK 4 - CONSTRUCTION ADMINISTRATION

We propose to perform the following construction administration services for the subject project:

- Conduct a pre-construction conference with the Successful Bidder (Contractor) and the City.
- Perform civil submittal reviews.
- Coordinate and respond to RFIs.
- Conduct six (6) on-site construction review meetings.
- Perform monthly pay request review.
- Perform punch list inspection and review with Contractor and the City.
- Perform project closeout activities.

ASSUMPTIONS

- A kickoff meeting with Mr. McMurrin will be scheduled to discuss project schedule, expectations, lines of communication, etc.
- Proposed improvements will not impact federal and/or state jurisdictional waters. No environmental permitting efforts associated with stream buffer variance and US Army Corps of Engineers (USACE) 404 Nationwide permits are required for potential improvements.
- All work shall be complete within the City's rights-of-way and/or utility easements. State, County, and City ROW permits are not required.
- No archeological, historical, and cultural survey efforts are required for the subject work.
- Geotechnical services are not included in scope.
- Performing boundary surveys on each parcel is not included, but we will recover property corners/evidence and show the approximate property line information.
- Easement information will be shown if available on existing plats and/or typical property research.
- Performing title searches is not included in this scope. If additional research is needed, it can be done on an hourly basis.
- It is assumed construction may be approximately 6 months; therefore, construction administration services are limited to 6 months. Additional services beyond this time frame is considered outside of scope.

FEE

We propose to provide the above engineering services on a lump sum basis including expenses with a not to exceed limit as follows:

Services	Fee
Tasks 1-4	\$64,617.00
Total	\$64,617.00

GWES shall submit an invoice in the first week of the month for services rendered during the previous month. Invoices shall be accompanied by a description of services rendered and progress schedule for completion of the work. Payment is expected within net 30 days from receipt of invoice. GWES reserves the right to suspend or terminate work and to charge 1.5% per month for any invoice amount not paid within 30 days.

SCHEDULE

We are prepared to begin with these services within ten (10) days upon proposal approval. Our schedule will be dependent upon deliverable of available information and City review periods. We anticipate engineering service completion within ten (10) months from issuance of Notice To Proceed.

We greatly appreciate the opportunity to provide this proposal. If the City approves of this proposal, we will provide our professional services agreement for the work. If you have any questions, please contact me.

With Highest Regards,

GWES, LLC

A handwritten signature in black ink that reads "Burke B. Murph III". The signature is written in a cursive style with a prominent vertical line for the letter 'B' and a horizontal line for the 'III'.

Burke B. Murph III, PE, MBA
Principal
478.235.0307
bmurph@gwesllc.com



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Council *LS*
FROM: Lee Gilmour, City Manager
DATE: 9.10.19
RE: Gas incentive agreement

Attached is a copy of the proposed City natural gas incentive agreement between the City and the City of Perry Downtown Development Authority. The Authority approved the agreement.

**AN AGREEMENT BY AND BETWEEN
THE CITY OF PERRY (CITY)
AND THE DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF PERRY (AUTHORITY)
TO PROVIDE CERTAIN ECONOMIC INCENTIVES FOR
DEFINED USES IN THE DOWNTOWN DISTRICT**

WHEREAS, the City is interested in increasing its firm load customers natural gas base; and

WHEREAS, the Authority desires to increase and improve the number of commercial establishments in the downtown district; and

WHEREAS, one highly sought commercial use are restaurants;

NOW, THEREFORE the City and the Authority do hereby acknowledge, agree and accept effective July 1, 2019 the conditions and requirements of the service agreement as listed below.

I

The City agrees that it will:

1. Provide funding as described in Section III for certain economic development incentives as outlined in this section.
2. The economic incentive is the reimbursement of natural gas fueled appliances.
3. The conditions of this incentive are:
 - a. Appliances are commercial hot water heaters, stove, range, oven, grill and dishwasher or combination thereof.
 - b. Appliance shall be installed for a new site or upgrade of existing site.
 - c. Site must be located in the downtown district as defined by the City.
 - d. Application must be approved by Authority.
 - e. Support documentation must include copies of invoices for purchase/delivery of appliance(s) and plumber's installation costs.
 - f. Site must be zoned and licensed for a restaurant.
 - g. Site must be inspected and approved by the City.
 - h. A City service account must be established with the City for the site.
 - i. City will provide, at no cost to Authority or awardee, a natural gas meter if necessary.
 - j. Payment will be made to the Authority in a timely manner.

II

The Authority agrees that it will:

1. Take the application for the natural gas restaurant incentive.
2. Confirm the applicant's use of the site is in the downtown district as established by the City and will be used as a restaurant. The Authority has the right to restrict the number of applications in order to achieve the most desirable mix of restaurants in the district. The Authority shall not restrict any restaurant from opening in the district if the restaurant does not want or declines the natural gas incentive.
3. Execute an agreement listing terms between the Authority and the awardee. Should the awardee fail to obtain a utility permit within a year of the execution of the agreement, the agreement shall be declared terminated.
4. Provide reports to the City on a quarterly basis of the state of the program.
5. Process applications in a timely manner.
6. Promote the natural gas incentive program as part of its economic development process.
7. Provide appropriate documentation to the City for the awardees and pay to awardees in a timely manner after receipt of the City's payment.

8. Should the awardee fail to open or closes within a year's time of payment, the awardee must refund this payment to the Authority.

III

The natural gas incentive program shall reimburse the awardee fifty (50) percent of the documented costs. Payment only goes to the awardee.

IV

This agreement may be amended as needed. Each amendment must be in writing and mutually agreed to prior to enactment

V

The contacts for the agreement are:

City:

Economic Development Director for the City of Perry

Authority:

Chairperson of the Board

Downtown Development Authority
of the City of Perry

VI

This agreement may be terminated by either party provided the requesting party notifies the other party at least sixty (60) days prior to proposed enactment date.

VIII

The term of the agreement shall be for one (1) year with automatic renewals of a year unless the parties agree to terminate the agreement.

City of Perry

Downtown Development Authority
of the City of Perry

Mayor

Chairperson

Witness

Witness

Date

Date



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MEMORANDUM

TO: Mayor Pro Tempore & City Council
FROM: Mitchell Worthington, Assistant Finance Director
DATE: September 12, 2019
RE: Sale of Surplus Park Land

Per your guidance at the August 19, 2019 Work Session, Staff advertised the sale of approximately .71 acres of surplus park land adjacent to 1032 Cherokee Road. One bid was received in the amount of \$9,275 from Mr. John G. Walker.

It is Staff's recommendation that the City accept Mr. Walker's bid and move forward with the sale of this property.



**The Perry Main Street Program's
Sweets & Treats on Downtown Streets Event Application**

Organization Hosting: The Perry Main Street Program
Promotions Committee
Downtown Merchants Council (now under Main Street)

Event Coordinator: Haley Myers, Main Street Coordinator

Name of Event: Sweets and Treats on Downtown Streets

Date of Event: Thursday, October 31, 2019

Event Description: The Perry Main Street Program and Promotions Committee is hosting Sweets and Treats on Downtown Streets Thursday, October 31, 2019 from 4:30-6:30PM. We are inviting outside businesses to come alongside our current downtown businesses to hand out candy to all Children and Families Trick-or-Treating. This is an annual event and we are excited to continue to host this fun-filled tradition right here in Historic Downtown Perry!

Council Action Requested:

Approval of event to be hosted in Downtown Historic Perry

City Services Requested:

Road Closures Requested:

- Jernigan between Commerce and Main
- Ball between Commerce and Main
- Carroll between Jernigan and Washington

Time of Road Closures:

- 3 PM - 7 PM

Personnel/Support Requested:

- Fire Department to provide emergency response services and basic first aid at this event
- Police Department to provide emergency response services and barricades at this event
- Public Works to provide assistance with event setup, event support, and event clean up

The background features a white spiderweb on a red and orange gradient. Three black spiders are positioned at the top: one in the center, one on the left, and one on the right.

sweets and treats

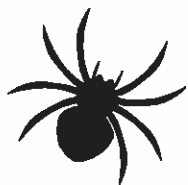
on downtown streets

thursday, october 31st

4:30pm - 6:30pm

downtown perry

trick or treat around downtown for
more candy than ever!



downtown perry logo

