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June 2, 2020

COUNCIL AGENDA

6:00 PM

PERRY ARTS CENTER

1121 MACON ROAD, PERRY, GA 31069

*** Pursuant to O.C.G.A. § 50-14-1(g), this meeting is available to the public via teleconference and Facebook live streaming.**

To join the meeting by phone: Dial 425-436-6367 Access Code: 850369#
If you choose this option, you will need to mute your phone until public comment.

To join the meeting by Facebook: Use this URL - facebook.com/cityofperryga
This will allow you to view and hear the meeting and be able to participate in the public comments. Your questions will be read to the Mayor and Council by the Host.

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll:
3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker
4. Presentation(s) / Recognition(s): Presentation of Champion of Georgia Cities Award to Senator Walker – Mayor Walker.
5. Community Partner(s) Update(s):
6. Citizens with Input.
7. Public Hearing: Mayor Randall Walker

The purpose of this Public Hearing is to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. 36-81-5.

- 7a. Public Hearing for FY 2021 Operating Budget for the City of Perry – Mr. R. Smith.
8. Review of Minutes: Mayor Randall Walker
 - 8a. Council's Consideration – Minutes of the May 18, 2020 work session, May 19, 2020 pre council meeting, May 19, 2020 council meeting, and May 21, 2020 budget hearing meeting.
9. Old Business: Mayor Randall Walker
 - 9a. Mayor Randall Walker

- 9b. Council Members
 - 9c. City Attorney Brooke Newby
 - 9d. City Manager Lee Gilmour
 - 9e. Assistant City Manager Robert Smith
10. New Business: Mayor Randall Walker
- 10a. Matters referred from June 1, 2020 work session and June 2, 2020 pre council meeting.
 - 10b. Alcohol License Application First Reading and Introduction:
 - 1. **First Reading:** Application for Alcohol License (Wine Consumption On-Premise/Sales) for Clover Wine Merchant located at 907 Carroll Street. Manager name is Michael Tomlin. – Mr. R. Smith. *(No action required at first reading)*
 - 10c. Ordinance(s) for First Reading(s) and Introduction:
 - 1. **First Reading** of an ordinance adopting FY 2021 Operating Budget for the City of Perry – Mr. R. Smith. *(No action required by Council)*
 - 10d. Resolution(s) for Consideration and Adoption:
 - 1. Resolution declaring certain vehicles and equipment surplus – Ms. B. King.
 - 2. Resolution to approve the Policies and Procedures and Program Design for the CHIP grant – Mr. B. Wood.
 - 3. Resolution to adopt CHIP Homeowners Eligibility Requirements for CHIP grant – Mr. B. Wood.
 - 4. Resolution to adopt the Georgia Statutes Policies by Local Governmental Entities – Mr. B. Wood.
 - 10e. Approval of 2020 CHIP Grant Agreement – Mr. B. Wood.
 - 10f. Approval of contract for Grant Specialists of Georgia to administer the CHIP grant – Mr. B. Wood.
11. Council Members Items:
12. Department Heads/Staff Items.
13. General Public Items:
14. Mayor Items:
15. Adjourn.

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



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Chairman B. O'Neal
FROM: ^{LG} Lee Gilmour, City Manager
DATE: May 27, 2020
RE: FY-2021 recommended budget

The Administration is recommending \$2,800 in the FY-2021 Operating Budget for the Perry Public Arts Commission.

The Council will review your budget at its 6/1/2020, 5:00pm meeting at the Perry Arts Center.


cc: Ms. A. Holley



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Ms. Chrissy Miner
FROM:  Lee Gilmour, City Manager
DATE: May 18, 2020
RE: FY-2021 Recommended Budget

The Administration is recommending \$10,400 in the FY-2021 Operating Budget for the 21st Century Partnership.

The Council will review your budget at its 6/1/2020, 5:00pm meeting at the Perry Arts Center.



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Chairperson T. Cossart
FROM: Lee Gilmour, ¹⁹City Manager
DATE: May 18, 2020
RE: FY-2021 recommended budget

The Administration is recommending the below items in the recommended FY-2021 Operating Budget for the Main Street Advisory Board.

	Request	Recommended
Fee waiver	\$ 300	\$ -
Advertising	2,000	-
Mandatory training	500	500
Voluntary training	1,500	-
Meetings	400	400
Supplies	<u>1,500</u>	<u>200</u>
Total	\$ 6,200	\$ 1,100

The Council will review your budget at its 6/1/2020, 5:00pm meeting at the Perry Arts Center.

cc: Ms. H. Bryant



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Ms. H. Bryant
FROM: Lee Gilmour, City Manager
DATE: May 18, 2020
RE: FY-2021 recommended budget

Comparing your FY-2021 budget request to the recommended budget.

Classic Main Street

Not recommended

Professional Services	4,000
Advertising	3,000
Printing/binding	2,500
Voluntary training	1,500
Contract labor	15,000
Inventory	18,000

This cost center should only fund the contract costs of the GDCA required staff position.



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Chairman D. Palmer
FROM: Lee Gilmour, City Manager
DATE: May 18, 2020
RE: FY-2021 recommended budget

The Administration is recommending the below items in the FY-2021 Recommended Operating Budget for the Development Authority of the City of Perry.

	Request	Recommend
Audit cost	\$ 3,900	\$3,900
Mandatory training	300	300
Meetings	200	-
Contracts	4,400	-
Facade grants	10,000	-
Appropriation	5,600	7,500
Revolving loans	<u>30,000</u>	<u>-</u>
Total	\$50,000	\$11,700

The Council will review your budget at its 6/1/2020, 5:00pm meeting at the Perry Arts Center.



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mr. James Marquardt
FROM: ^{LG} Lee Gilmour, City Manager
DATE: May 18, 2020
RE: FY-2021 Recommended Budget

The Administration is recommending \$44,600 for the Perry-Houston County Airport Authority in the FY-2021 Operating Budget.

The Council will review your budget at its 6/1/2020, 5:00pm meeting at the Perry Arts Center.



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Ms. E. Loudermilk
FROM: Lee Gilmour, City Manager
DATE: May 18, 2020
RE: FY-2021 Recommended Budget

The Administration is recommending the below items in the FY-2021 Operating Budget for the Perry Area Historical Society.

- Museum cost assistance \$10,000
- Normal building yearly costs \$5,500

The Council will review your budget at its 6/1/2020, 5:00pm meeting at the Perry Arts Center.



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Ms. E. Palmer
FROM: Lee Gilmour, City Manager ^{LG}
DATE: May 18, 2020
RE: FY-2021 recommended budget

The Administration is recommending the below items in the FY-2021 Operating Budget for the Perry Area Chamber of Commerce.

- Independence Day \$ 15,000
(includes \$3,000 administration support)
- Dogwood Festival \$ 8,000
(includes \$3,000 administration support)
- Membership dues \$ 350

The Council will review your budget at its 6/1/2020, 5:00pm meeting at the Perry Arts Center.



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Ms. Allison Hamsley
FROM: Lee Gilmour, City Manager
DATE: May 19, 2020
RE: FY-2021 recommended budget

The Administration is recommending \$365,300 for the Perry Area Convention and Visitors Bureau Authority's allocation.

Your organization's budget review by Council will be 6/1/2020 at 5:00pm at the Perry Arts Center.

MINUTES
WORK SESSION
OF THE PERRY CITY COUNCIL
May 18, 2020
5:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the work session meeting held March 18, 2020, at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor Randall Walker, Mayor Pro-Tempore Willie King and Council Members Phyllis Bynum-Grace, Robert Jones, Joy Peterson, Darryl Albritton and Riley Hunt.

Elected Officials Absent: None

Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, Brooke Newby and Recording Clerk Gail Price.

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

Press: Lauren Harris – Houston Home Journal

3. Items of Review/Discussion: Mayor Randall Walker

3a. Office of the City Manager

1. Overview of the FY 2021 Recommended Operating Budget: Mr. Gilmour reviewed the FY 2021 Recommended Operating budget.
2. Strategic Plan Refresh: Mr. Smith reviewed the Strategic Plan Refresh elements. Element 1 – Kick-off Retreat; Element 2 - Department Sessions with Mayor and Council; Element 3 - Strategic Plan Development Retreat; Element 4 - Strategic Plan Development; Element 5 - Strategic Plan Dashboard and Element 6 - Review and Update. Council concurred to move forward.
3. Re-routing of 4” sewer lateral: Mr. Falcione discussed the re-routing of the sewer. A recommendation was made by ESG Operations, Inc. to replace the lateral and the cost is approximately \$8,100.00. Council

concurred with the recommendation of ESG Operations, Inc. to replace the lateral.

4. Council Members Items: Mayor Pro-Tempore King, Council Members Bynum-Grace, Jones, Hunt and Albritton had no reports.

Council Member Peterson expressed her appreciation to Mr. Smith and Mr. Gilmour for educating her on the budget.

Mr. Gilmour discussed opening the Perry Arts Center to tenants. Administration's recommendation, one instructor and six participants per a class, no classes when City functions are taking place and the tenant must pay rent. Council agreed with the recommendations.

Mr. Smith and Ms. Newby had no reports.

5. Department Head/Staff Items:

Ms. King, Ms. Warren, Mr. Worthington, Chief Lynn, Chief Parker, Mr. Wood, Ms. Hardin, and Ms. Clark had no reports.

Ms. Turpin presented a Special Events Application for the MidState Cross Country Meet, August 14 – 15 at Pine Needle Park. The event will have 500 participants and 1000 spectators. Council stated at this time they would not approve this application due to COVID 19.

Mayor Walker

- Pre-Council May 19, 2020 at 5:00 pm
- Council Meeting May 20, 2020 at 6:00 pm
- Budget Meeting May 21, 2020 at 5:00 pm

6. Adjourn. There being no further business to come before Council in the work session held May 18, 2020 Council Member Jones motioned to adjourn the meeting at 5:57 p.m. Council Member Bynum-Grace seconded the motion and it carried unanimously.

MINUTES
PRE COUNCIL MEETING
OF THE PERRY CITY COUNCIL
May 19, 2020
5:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the pre council meeting held May 19, 2020 at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor Randall Walker, Mayor Pro Tempore Willie King, Council Members Darryl Albritton, Council Member Phyllis Bynum-Grace, Riley Hunt, Robert Jones, and Joy Peterson

Elected Officials Absent: None

City Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, and Recording Clerk Regan Scott

Departmental Staffing: Tabitha Clark – Communications Manager, Ashley Hardin – Economic Development Manager, Brenda King – Director of Administration, Chief Steve Lynn – Perry Police Department, Chief Lee Parker – Fire and Emergency Services Department, Sedrick Swan – Director of Leisure Services, Annie Warren – City Clerk, Bryan Wood – Director of Community Development, and Mitchell Worthington – Director of Finance

Guests: None

Media: Lauren Harris, Houston Home Journal

3. Items of Review/Discussion: Mayor Randall Walker

3a. Discussion of February 18, 2020 council meeting agenda.

8b (1). Resolution Accepting a Donation of Property from Cherokee Pecan Company. Ms. Newby reviewed the resolution and stipulations proposed by Cherokee Pecan Company, Inc.

8c. Consider cancellation of Hotel Development Incentive Policy. Mr. Gilmour advised that the policy had met the intended objectives.

4. Council Member Items:

Mayor Walker welcomed all back to the pre council meetings and thanked everyone for assisting in maintaining social distancing measures for the safety of the community.

5. Department Head/Staff Items:

None

6. Adjourn: There being no further business to come before Council in the pre council meeting held May 19, 2020, Mayor Pro Tempore King motioned to adjourn the meeting at 5:27 p.m., Council Member Jones seconded the motion, and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
May 19, 2020
6:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the regular meeting of the Perry City Council held February 18, 2020 at 6:00 p.m.

2. Roll.

Elected Officials Present: Mayor Randall Walker, Mayor Pro Tempore Willie King, Council Members Darryl Albritton, Phyllis Bynum-Grace, Riley Hunt, Robert Jones, and Joy Peterson

Elected Officials Absent: None

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

Departmental Staffing: Tabitha Clark – Communications Manager, Ashley Hardin – Economic Development Manager, Brenda King – Director of Administration, Chief Steve Lynn – Perry Police Department, Chief Lee Parker – Fire and Emergency Services Department, Sedrick Swan – Director of Leisure Services, Annie Warren – City Clerk, Bryan Wood – Director of Community Development, and Mitchell Worthington – Director of Finance

Guest(s): None

Media: Lauren Harris – Houston Home Journal

3. Invocation and Pledge of Allegiance to the Flag:

Council Member Peterson rendered the invocation and Council Member Albritton led the pledge of allegiance to the flag.

4. Community Partner Updates: None

5. Citizens with Input: None

6. Review of Minutes: Mayor Randall Walker

6a. Council's Consideration – Minutes of the May 5, 2020 council meeting.

Council Member Bynum-Grace motioned to accept the minutes as submitted, Council Member Jones seconded the motion, and it carried unanimously.

7. Old Business: Mayor Randall Walker

7a. Mayor Randall Walker - None

- 7b. Council Members - None
- 7c. City Attorney Brooke Newby - None
- 7d. City Manager Lee Gilmour - None
- 7e. Assistant City Manager Robert Smith - None

8. New Business: Mayor Randall Walker

8a. Matters referred from May 18, 2020 work session and May 19, 2020 pre council meeting. None

8b. Resolution(s) for Introduction and Adoption:

- 1. Resolution Accepting a Donation of Property from Cherokee Pecan Company, Inc. Ms. Newby reviewed the resolution and stipulations proposed by Cherokee Pecan Company, Inc. Council Member Albritton motioned to disapprove the resolution, Council Member Bynum-Grace seconded the motion, and it carried unanimously.

8c. Consider cancellation of the Hotel Development Incentive Policy.

Mr. Gilmour advised that the policy had met the intended goals, clarifying that cancellation of the policy did not mean that Council could not agree to future incentives if requested. Council Member Albritton motioned to rescind the policy, Council Member Jones seconded the motion, and it carried unanimously.

9. Council Members Items:

No reports from Mayor Pro Tempore King, Council Members Albritton, Bynum-Grace, Hunt, Jones, or Peterson.

No reports from Mr. Gilmour or Mr. Smith.

Ms. Newby advised that she had received a request regarding Project Sleep and the incentives request approved on May 5, 2020. The developer requested that the agreement be modified to require the hotel to pay any and all late fees accrued if not at least 60% completed within one year, and to require the hotel to acquire a Certificate of Occupancy within 20 months of beginning construction. Council concurred with amending the agreement as requested.

10. Department Heads/Staff Items.

Ms. Hardin stated that the Business Guide for City of Perry had been published and is ready for distribution, and that a new business will be coming to Perry. Clover Wine Merchant is projected to open at 907 Carroll St. in July, offering a wine tasting experience.

11. General Public Items:

None

12. Mayor Items:
Mayor Walker stated he is glad to be back and thanked all for being safe by following social distancing and public health guidelines. He also reminded all to participate in the 2020 Census.

13. Adjourn. There being no further business to come before Council in the council meeting held May 19, 2020, Mayor Pro Tempore King motioned to adjourn the meeting at 6:17 p.m., Council Member Hunt seconded the motion, and it carried unanimously.

MINUTES
BUDGET HEARING
OF THE PERRY CITY COUNCIL
May 21, 2020
5:00 P.M.

1. Call to Order: Mayor Randall Walker Presiding Officer, called to order the budget hearing meeting held May 21, 2020 at 5:00 p.m.

2. Roll:
Elected Officials Present: Mayor Randall Walker, Mayor Pro-Tempore Willie King, Council Members Phyllis Bynum-Grace, Robert Jones, Riley Hunt, Joy Peterson and Darryl Albritton.

Elected Official Absent: None

Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, and Recording Clerk Joni Ary.

City Departmental Staffing: Chief Lee Parker – Fire and Emergency Services Department, Brenda King – Director of Administration, Sedrick Swan – Director of Leisure Services, Ashley Hardin – Economic Development Manager, Annie Warren – City Clerk, Mitchell Worthington – Finance Director, Todd Ennis – Solid Waste Manager and Tabitha Clark – Communications Manager.

Press: Lauren Harris – Houston Home Journal

3. Items of Review/Discussion: Mayor Randall Walker.

3a. FY 2020 Operating Budget:

1. Department of Public Works:

Mr. Ennis reviewed PowerPoint presentation to Council with highlights from each division of public works for the upcoming fiscal year. Mr. Ennis stated on behalf of Public Works was happy with the recommendations for the FY 2021 budget.

2. Office of City Attorney:

Ms. Newby stated she is happy with the recommendations submitted for the upcoming year. It was recommended that the City Attorney have a dedicated copier for her department, Administration advised the recommendation would be investigated.

3. Department of Leisure Services:

Mr. Swan stated that he was agreeable with the recommendations of the Administration for the FY 2021 budget.

4. Office of the City Clerk:
Ms. Warren requested and was approved for the \$3,000.00 copier maintenance.
5. Office of the City Manager:
Ms. Hardin presented to Council a video presentation with highlights from Economic Development. Ms. Hardin stated she was happy with the Administration's recommendations for the FY 2021 budget.

4. Council Member items: None.

5. Department Heads/Staff items:

Mr. Gilmour passed out information for Council to review relative to expanding services and organization summary.

No reports from Ms. Warren, Ms. King, Ms. Hardin, Ms. Clark, Mr. Swan, Chief Parker and Mr. Worthington.

Mayor Walker reminded Council of the upcoming budget hearing meetings on May 26, 28 and June 1. The first public hearing for the FY 2021 Operating Budget is June 2nd and the vote for the resolution adoption of the FY 2021 Operating Budget is June 16th.

6. Adjournment: There being no further business to come before Council in the budget hearing meeting held May 21, 2020, Council Member Jones motioned to adjourn the meeting at 5:37 p.m., Council Member Hunt seconded the motion and it carried unanimously.



MEMO

To: Mayor & Council

From: Elizabeth Nelson, Tax & License Specialist I

Ref: Alcohol License

Date: 05/14/2020

Application for Alcohol License (Wine Consumption On-Premise/Sales):

Clover Wine Merchant
907 Carroll St
Perry GA 31069

Manager: Michael Tomlin

1st Reading 6/2/20

2nd Reading 6/16/20

cc: Lee Gilmour
Annie Warren

**AN ORDINANCE
ADOPTING THE FISCAL YEAR 2021
OPERATING BUDGET**

WHEREAS, the Council has adhered to the provisions of O.C.G.A. 36-81-3, as amended; and

WHEREAS, the budget public hearing was held on June 2, 2020; and

WHEREAS, per O.C.G.A. 18-13-28, as amended, any increase in the occupational tax from FY 2020 to FY 2021 shall be used to pay administrative costs:

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Operating Budget of the City of Perry for fiscal year 2021 is adopted as follows:

Section 1 The General Fund revenue and expenditure appropriations are:

Revenues

Taxes	\$ 11,441,700
Licenses/Permits	616,500
Intergovernmental	5,300
Administrative Svc Charges	1,270,800
Charge for Services	3,122,000
Fine/Forfeitures	577,400
Investment	29,100
Other Charges	<u>395,400</u>
Revenue Total	\$ 17,458,200

Expenditures

General Government	
Office of the City Council	\$ 107,900
Office of the Mayor	16,600
Office of the City Manager	1,471,200
Policy Education	37,100
Office of the City Clerk	123,900
Office of Elections	900
Department of Administration	563,900
Finance Department	612,400
Office of the City Attorney	226,100
Information Technology	155,600
Health / Dental Benefits	2,562,600
Office of the City Auditor	52,200
Perry Municipal Court System	<u>489,000</u>
Category Total	\$ 6,419,400

Public Safety

Perry Police Department	\$ 4,654,100
Perry Fire and Emergency Services Department	1,046,900
Houston County E-911	<u>166,000</u>
Category Total	\$ 5,867,000

Public Works

Department of Public Works	\$ <u>2,465,700</u>
Category Total	\$ 2,465,700

Health and Welfare	
Senior/Disabled Utility Assistance	\$ 84,600
Perry Volunteer Outreach	<u>5,500</u>
Category Total	\$ 90,100
Recreation/Leisure	
Department of Leisure Services	\$ 697,500
Youth Program Subsidies	<u>6,200</u>
Category Total	\$ 703,700
Housing/Economic Development	
Perry Housing Team	\$ 2,500
Houston County Land Bank	4,300
Perry Area Chamber of Commerce	400
Middle Georgia Clean Air Coalition	3,500
21st Century Partnership	10,400
Georgia National Fairgrounds and Agricenter	34,400
Downtown Development Authority of City of Perry	11,700
Perry-Houston County Airport Authority	44,600
Department of Community Development	1,002,500
Planning Commission	<u>5,900</u>
Category Total	\$ 1,120,200
Debt Service	\$ <u>761,900</u>
Category Total	\$ 761,900
Expenditure Total	\$ 17,428,000
Other Financing	
Transfers	\$ <u>385,000</u>
Other Financing Total	\$ 385,000
Annual Gain / (Loss)	\$ 415,200
Fund Balance	
Beginning	\$ 4,994,100
Ending	\$ 5,409,300

Section 2 The special revenue funds revenue and expenditure appropriations are as follows:

Fire Protection Utility District
Special Revenue Fund

Revenue	
License / Permits	\$ 4,600
Charge for Services	<u>2,314,500</u>
Revenue Total	\$ 2,319,100
Expenditures	
Public Safety	

Support Services	\$	158,500
Perry Fire and Emergency Services Department		<u>2,559,500</u>
Category Total	\$	2,718,000

Debt Service	\$	<u>102,900</u>
Category Total	\$	102,900

Expenditure Total	\$	2,820,900
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Other Financing		
Transfer	\$	<u>204,600</u>
Other Financing Total	\$	204,600

Annual Gain / (Loss)	\$	(297,200)
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Fund Balance		
Beginning	\$	356,100
Ending	\$	58,900

Hotel / Motel Tax
Special Revenue Fund

Revenues		
Taxes	\$	<u>886,100</u>
Revenue Total	\$	886,100

Expenditures		
Housing /Economic Development		
General Purpose		
Support Services	\$	<u>17,700</u>
Group Total	\$	17,700

Tourist Promotion		
Perry Area Convention and Visitors		
Bureau Authority		369,100
Perry Area Historical Society		<u>10,000</u>
Group Total	\$	379,100

Tourist Development		
Special Events	\$	<u>126,700</u>
Group Total	\$	126,700

Expenditures Total	\$	523,500
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Other Financing		
Transfer	\$	<u>(362,600)</u>
Other Financing Total	\$	(362,600)

Annual Gain / (Loss)	\$	-
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Fund Balance		
Beginning	\$	51,900
Ending	\$	51,900

Municipal Court Technology
Special Revenue Fund

Revenue	
Charge for Service	\$ <u>51,300</u>
Revenue Total	\$ 51,300
Expenditures	
General Government	
Perry Municipal Court	\$ <u>32,500</u>
Total	\$ 32,500
Category Total	\$ 32,500
Public Safety	
Perry Police Department	\$ <u>18,800</u>
Department Total	\$ 18,800
Category Total	\$ 18,800
Expenditure Total	\$ 51,300
Annual Gain / (Loss)	\$ -
Fund Balance	
Beginning	
Ending	\$ -
	\$ -

Section 3 The proprietary funds revenue and expenditure appropriations are:

Water and Sewerage System
Revenue Fund

Revenues	
Charge for Services	\$ 8,362,300
Investment	50,100
Other Charge for Services	<u>3,300</u>
Revenue Total	\$ 8,415,700
Expenditures	
Public Works	
Support Services	\$ 625,200
Administration	64,100
Meters	874,100
Water Provision	1,486,300
Wastewater Treatment	1,643,900
Collection / Distribution	<u>1,183,400</u>
Category Total	\$ 5,877,000
Capital	
Fixed Assets	\$ <u>17,000</u>
Category Total	\$ 17,600
Depreciation	\$ <u>1,579,200</u>
Category Total	\$ 1,579,200

Debt Service	\$ <u>1,647,400</u>
Category Total	\$ 1,647,400
Expenditure Total	\$ 9,120,600
Other Financing	
Transfers	\$ <u>(20,900)</u>
Other Financing Total	\$ (20,900)
Annual Gain / (Loss)	\$ (725,800)
Cash	
Beginning	\$ 4,183,400
Ending	\$ 3,457,600

Natural Gas System
Revenue Fund

Revenues	
Charge for Services	\$ 5,176,000
Investment	<u>10,000</u>
Revenue Total	\$ 5,186,000
Expenditures	
Public Works	
Support Services	\$ 270,000
Franchise Fee	169,900
Rebate	500
Public Awareness	5,100
Operations	481,300
Supply	2,464,000
Mid-State Energy Commission	<u>1,317,400</u>
Category Total	\$ 4,708,200
Depreciation	\$ <u>85,400</u>
Category Total	\$ 85,400
Debt Services	\$ <u>215,900</u>
Category Total	\$ 215,900
Expenditures Total	\$ 5,009,500
Other Financing	
Transfers	\$ <u>(261,700)</u>
Other Financing Total	\$ (261,700)
Annual Gain/(Loss)	\$ (85,200)
Cash	
Beginning	\$ 1,492,100
Ending	\$ 1,406,900

Solid Waste System
Revenue Fund

Revenues	
Charge for Services	\$ 2,255,800
Investment	<u>300</u>
Revenue Total	\$ 2,256,100
Expenditures	
Public Works	
Support Services	\$ 198,400
Department of Public Works	<u>1,971,800</u>
Category Total	\$ 2,170,200
Capital	
Fixed Assets	\$ <u>149,600</u>
Category Total	\$ 149,600
Depreciation	
Category Total	\$ <u>61,200</u> \$ 61,200
Debt Service	
Category Total	\$ <u>60,800</u> \$ 60,800
Expenditures Total	
	\$ 2,441,800
Other Financing	
Transfer	\$ 34,000
Lease	<u>149,600</u>
Other Financing Total	\$ 183,600
Annual Gain/(Loss)	
	\$ (2,100)
Cash	
Beginning	\$ 480,300
Ending	\$ 478,200

Stormwater Utility District
Revenue Fund

Revenues	
Charge for Services	\$ <u>759,200</u>
Revenue Total	\$ 759,200
Expenditures	
Public Works	
Support Services	\$ 118,000
Department of Public Works	233,900
Inspections	<u>94,600</u>
Category Total	\$ 446,500
Capital	
Community Facilities	\$ <u>154,500</u>

Category Total	\$	154,500
Depreciation	\$	<u>87,200</u>
Category Total	\$	87,200
Debt Service	\$	<u>71,000</u>
Category Total	\$	71,000
Expenditure Total	\$	759,200
Other Financing		
Transfer	\$	<u>6,000</u>
Other Financing Total	\$	6,000
Annual Gain / (Loss)	\$	6,000
Cash		
Beginning	\$	170,600
Ending	\$	176,600

Section 4 The budget as shown in Exhibit "A" for the Perry Area Convention and Visitors Bureau Authority is approved and hereby made a part of this ordinance.

Section 5 The positions of employment for Fiscal Year 2021 are provided in Exhibit B hereby made a part of this ordinance.

Section 6 The compensation of the appointive officers and directions for Fiscal Year 2021 are provided in Exhibit C hereby made a part of this ordinance.

Section 7 All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 8 Should any part or parts of the ordinance be declared unenforceable the remaining part or parts shall retain the full effect of law.

Section 9 This ordinance is adopted with an effective date of July 1, 2020.

SO ORDAINED THIS ____ DAY OF JUNE 2020

CITY OF PERRY

By: _____
 RANDALL WALKER, MAYOR

City Seal

Attest: _____
 ANNIE WARREN, CITY CLERK

Resolution No. _____

Adopted _____

**A RESOLUTION
DECLARING CERTAIN VEHICLES AND EQUIPMENT SURPLUS**

WHEREAS, the Department of Administration – Vehicle Maintenance Division is recommending certain vehicles be declared surplus; and

WHEREAS, the Department is requesting authorization to proceed with disposal of said vehicles.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY HEREBY RESOLVES that

Section 1 The following vehicles are declared surplus and shall be disposed of per City process:

<u>Vehicle #</u>	<u>Description</u>	<u>Department</u>
546	2002 Chevrolet Pickup	Fire
1462	2015 Ford Explorer	Police

SO RESOLVED, this _____ day of June 2020.

CITY OF PERRY

By: _____
RANDALL WALKER, MAYOR

City Seal

Attest: _____
ANNIE WARREN, CITY CLERK

RESOLUTION

CITY OF PERRY
ADOPTION OF POLICIES AND PROCEDURES AND PROGRAM DESIGN
FOR COMMUNITY HOME INVESTMENT PROGRAM (CHIP) GRANT

BE IT RESOLVED, by the Mayor and Council of the City of Perry and it is hereby resolved by authority of same.

WHEREAS, the Mayor and Council of the City of Perry have found it necessary to adopt policies and procedures and program design standards for the Community HOME Investment Program (CHIP) Grant Number 2020-112 and;

WHEREAS, the Mayor and Council of the City of Perry have adopted the Policies and Procedures for the homeowner rehabilitation design by DCA in accordance with the requirements of the 2020 CHIP Agreement, CHIP Administrative Manual, US Department of Housing and Urban Development (HUD) and other required federal and state regulations.

WHEREAS, the 2020 CHIP Administrative Manual should be used in conjunction with that already accepted program design based on the City's approved 2020 application.

THEREFORE BE IT FURTHER RESOLVED, by the Mayor and Council Members that they have adopted the written Rehabilitation Standards designed by DCA in accordance with the requirements of the 2020 CHIP. Manuals, Housing and Urban Development (HUD) and other required federal and state regulations. The Standards will be used in conjunction with the State Recipient's already accepted program design based on the State Recipient's approved application.

THEREFORE BE IT FURTHER RESOLVED, by the Mayor and Council Members that they have adopted the Program Design and the Policies and Procedures included in the CHIP Administrative Manual that will be used to administer the CHIP program as set forth by the Georgia Department of Community Affairs for financial assistance pursuant to this 2020 CHIP Agreement

Adopted this ____ day of _____, 2020

Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

RESOLUTION

CITY OF PERRY

ADOPTION OF CHIP GRANT HOMEOWNERS ELIGIBILITY REQUIREMENTS FOR
COMMUNITY HOME INVESTMENT PROGRAM (CHIP) GRANT

BE IT RESOLVED, by the Mayor and Council of the City of Perry and it is hereby resolved by authority of same.

WHEREAS, the Mayor and Council of the City of Perry have found it necessary to adopt homeowners eligibility requirements for the Community HOME Investment Program (CHIP) Grant Number 2020-112 and,

WHEREAS. The Mayor and Council Members have established eligibility requirements as follows:

- Must be a single unity owner-occupied, stick built, modular housing unit or mobile home unit.
- Must be properly owned as per 24 CFR 92.254.
- Gross household income must be less than 80% of the average median income for the county as established by HUD.
- Must be a homeowner in the Census Tract 212.02, Block Group 1, Census Tract 213 Block Group 4 and Census Tract 213 Block Group 2 [see Attach map]
- Must have and maintain full insurance coverage on home.
- Must have property taxes paid up to date.
- After rehabilitation property value limit not to exceed 95% of the median property values for the area as per 24 CFR 92.254.

THEREFORE BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Perry assistance will be provided through the CHIP grant according to the property value limits for homeownership activities as outline in the HOME Final Rule published on July 24, 2013. No home receiving assistance will have an after rehabilitation value that exceeds 95 percent of the area median purchase price for existing single-family units, as issued by Housing and Urban Development (HUD). The after rehabilitation value will be established prior to any rehabilitation work being performed, and;

THEREFORE BE IT FURTHER RESOLVED AND ADOPTED, by the Mayor and Council of the City of Perry the eligibility requirements that will be used to administer the CHIP program set forth by the Georgia Department of Community Affairs for financial assistance pursuant to this housing rehabilitation grant project.

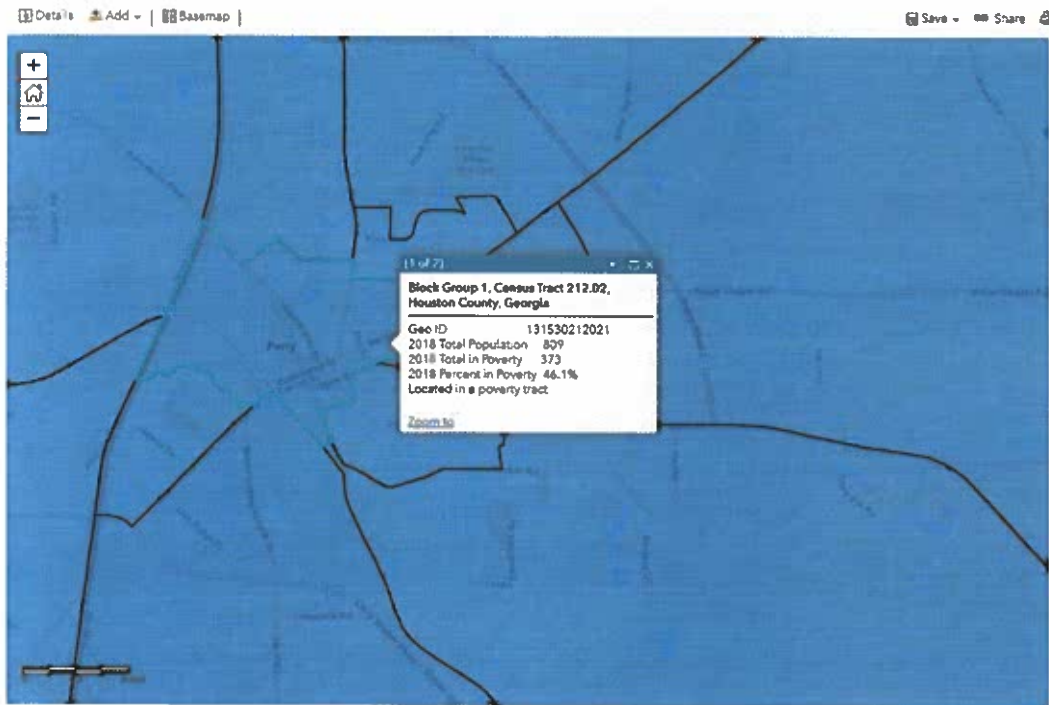
Adopted this ____ day of _____, 2020

Randall Walker, Mayor

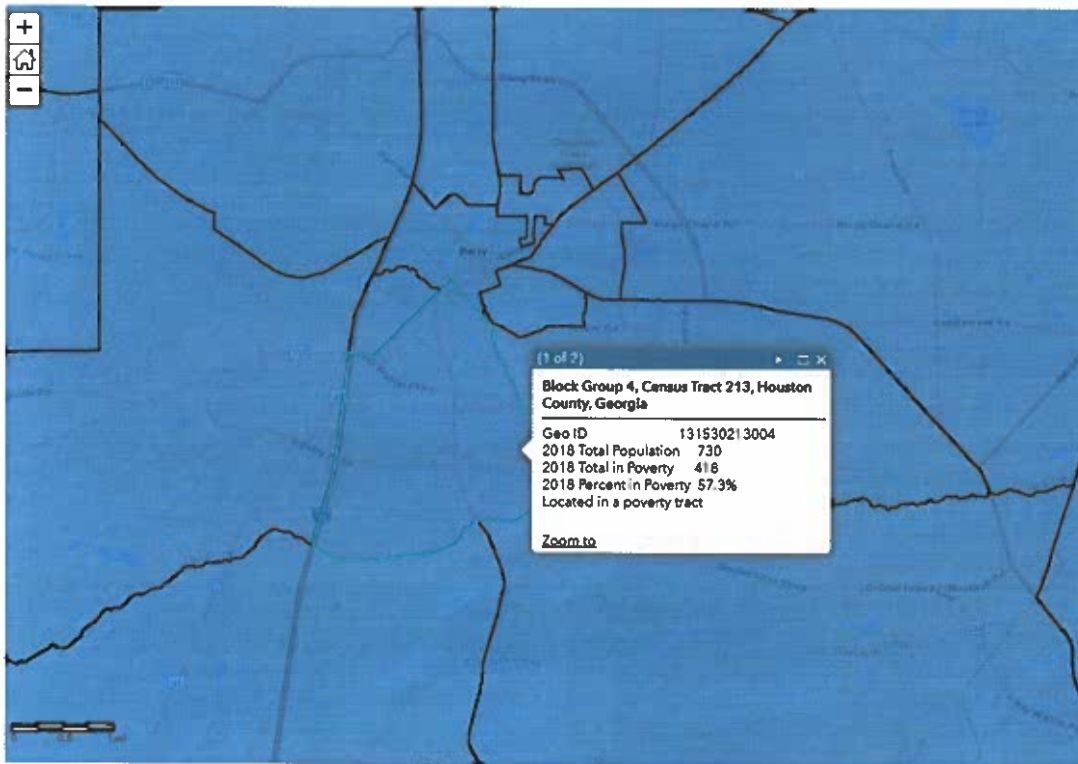
Attest: _____
Annie Warren, City Clerk

City of Perry 2020 CHIP Target Area.

Home ▾ Poverty: Block Groups (2015-2017)



Census Tract 212.02 Block Group 1



Census Tract 213, Block Group 4



Census Tract 213, Block Group 2

RESOLUTION

**CITY OF PERRY
ADOPTION OF THE GEORGIA STATUTES POLICIES BY LOCAL GOVERNMENTAL
ENTITIES**

BE IT RESOLVED, by the Mayor and Council of the City of Perry and it is hereby resolved by authority of same.

WHEREAS, the Mayor and Council of the City of Perry have found it necessary to adopt the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23 and;

WHEREAS, the Mayor and Council of the City of Perry have found it necessary to adopt the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq and;

WHEREAS, the Mayor and Council of the City of Perry have found it necessary to adopt Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91. and;

WHEREAS, the Mayor and Council of the City of Perry have adopted the GA Statutes: Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23; Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq; and Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Mayor and Council agree as follows:

- Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23
- Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq
- Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91

Adopted this ____ day of _____, 2020

Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

GA STATUES

**2010 Georgia Code
TITLE 50 - STATE GOVERNMENT
CHAPTER 24 - DRUG-FREE WORKPLACE
§ 50-24-1 - Short title**

O.C.G.A. 50-24-1 (2010)
50-24-1. Short title

This chapter shall be known and may be cited as the "Drug-free Workplace Act."2010

**Georgia Code
TITLE 36 - LOCAL GOVERNMENT
PROVISIONS - PROVISIONS APPLICABLE TO COUNTIES, MUNICIPAL
CORPORATIONS, AND OTHER GOVERNMENTAL ENTITIES
CHAPTER 80 - GENERAL PROVISIONS**

**§ 36-80-23 - Prohibition On Immigration Sanctuary Policies By Local Governmental
Entities; Certification Of Compliance**

O.C.G.A. 36-80-23 (2010)
36-80-23. Prohibition on immigration sanctuary policies by local governmental
entities; certification of compliance.

(a) As used in this Code section, the term:

(1) "Federal officials or law enforcement officers" means any person employed by the United States government for the purpose of enforcing or regulating federal immigration laws and any peace officer certified by the Georgia Peace Officer Standards and Training Council where such federal official or peace officer is acting within the scope of his or her employment for the purpose of enforcing federal immigration laws or preserving homeland security.

(2) "Immigration status" means the legality or illegality of an individual's presence in the United States as determined by federal law.

(3) "Immigration status information" means any information, not including any information required by law to be kept confidential but otherwise including but not limited to any statement, document, computer generated data, recording, or photograph, which is relevant to immigration status or the identity or location of an individual who is reasonably believed to be illegally residing within the United States or who is reasonably believed to be involved in domestic terrorism as that term is defined in Code Section 16-4-10 or a terroristic act as that term is defined by Code Section 35-3-62.

(4) "Local governing body" means any political subdivision of this state, including any county, consolidated government, municipality, authority, school district, commission, board, or any other local public body corporate, governmental unit, or political subdivision.

(5) "Local official or employee" means any elected or appointed official, supervisor or managerial employee, contractor, agent, or certified peace officer acting on behalf of or in conjunction with a local governing body.

(6) "Sanctuary policy" means any regulation, rule, policy, or practice adopted by a local governing body which prohibits or restricts local officials or employees from communicating or cooperating with federal officials or law enforcement officers with regard to reporting immigration status information while such local official or employee is acting within the scope of his or her official duties.

(b) No local governing body, whether acting through its governing body or by an initiative, referendum, or any other process, shall enact, adopt, implement, or enforce any sanctuary policy.

(c) Any local governing body that acts in violation of this Code section shall be subject to the withholding of state funding or state administered federal funding other than funds to provide services specified in subsection (c) of Code Section 50-36-1.

(d) The Department of Community Affairs, the Department of Transportation, or any other state agency that provides funding to local governing bodies may require certification of compliance with this Code section as a condition of funding.

2010 Georgia Code
Title 13 - CONTRACTS
Chapter 10 - CONTRACTS FOR PUBLIC WORKS
E - 3. SECURITY AND IMMIGRATION COMPLIANCE

§ . 13-10-91 "Illegal Immigration Reform and Enforcement Act

O.C.G.A. 13-10-91 (2010)

13-10-91. Verification of new employee eligibility; applicability; rules and regulations

(a) Every public employer, including, but not limited to, every municipality and county, shall register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees. Upon federal authorization, a public employer shall permanently post the employer's federally issued user identification number and date of authorization, as established by the agreement for authorization, on the employer's website; provided, however, that if a local public employer does not maintain a website, the identification number and date of authorization shall be published annually in the official legal organ for the county. State departments, agencies, or instrumentalities may satisfy the requirement of this Code section by posting information required by this Code section on one website maintained and operated by the state.

(b) (1) No public employer shall enter into a contract pursuant to this chapter for the physical performance of services within this state unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Before a bid for any such service is considered by a public employer, the bid shall include a signed, notarized affidavit from the contractor attesting to the following:

(A) The affiant has registered with and is authorized to use the federal work authorization program;

(B) The user identification number and date of authorization for the affiant; and

(C) The affiant is using and will continue to use the federal work authorization program throughout the contract period.

An affidavit required by this subsection shall be considered an open public record once a public employer has entered into a contract for physical performance of services; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 shall be redacted. Affidavits shall be maintained by the public employer for five years from the date of receipt.

(2) No contractor or subcontractor who enters a contract pursuant to this chapter with a public employer or a contractor of a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of this paragraph.

(3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to this chapter, provide a public employer with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor. Such notice shall be provided within five business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.

(4) Contingent upon appropriation or approval of necessary funding and in order to verify compliance with the provisions of this subsection, each year the Commissioner shall conduct no fewer than 100 random audits of public employers and contractors. The results of the audits shall be published on the www.open.georgia.gov website and on the Georgia Department of Labor's website no later than December 31 of each year. The Georgia Department of Labor shall seek funding from the United States Secretary of

Labor to the extent such funding is available.

(5) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to this subsection shall be guilty of a violation of Code Section 16-10-20 and, upon conviction, shall be punished as provided in such Code section. Contractors and subcontractors convicted for false statements based on a violation of this subsection shall be prohibited from bidding on or entering into any public contract for 12 months following such conviction.

(c) This Code section shall be enforced without regard to race, religion, gender, ethnicity, or national origin.

(d) Except as provided in subsection (e) of this Code section, the Commissioner shall prescribe forms and promulgate rules and regulations deemed necessary in order to administer and effectuate this Code section and publish such rules and regulations on the Georgia Department of Labor's website.

(e) The commissioner of the Georgia Department of Transportation shall prescribe all forms and promulgate rules and regulations deemed necessary for the application of this Code section to any contract or agreement relating to public transportation and shall publish such rules and regulations on the Georgia Department of Transportation's website.

(f) No employer or agency or political subdivision, as such term is defined in Code Section 50-36-1, shall be subject to lawsuit or liability arising from any act to comply with the requirements of this Code section.

HISTORY: Code 1981, 13-10-91, enacted by Ga. L. 2006, p. 105, 2/SB 529; Ga. L. 2009, p. 970, 1/HB 2; Ga. L. 2010, p. 308, 2.A/SB 447.

**Georgia Department of Community Affairs
2020 Community HOME Investment Program
State Recipient Grant Agreement**

This Grant Agreement ("Agreement") is made and entered into by and between the Georgia Housing and Finance Authority ("GHFA") and **Perry, Georgia** ("State Recipient"), for the purpose of providing funding to the State Recipient to implement the HOME-funded activities as described in the 2020 Community HOME Investment Program ("CHIP") Application and to meet the requirements of the Notice of Funding Availability (NOFA) under which the funds were awarded.

WITNESSTH THAT:

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

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

WHEREAS, the State Recipient has applied for funds under CHIP and has been determined to be an Eligible Applicant as defined in the CHIP Application and has been selected by DCA for an award of funds; and

WHEREAS, GHFA and the State Recipient desire to establish their respective rights, duties, and responsibilities for the release of HOME funds under CHIP and the State Recipient's implementation of activities in accordance with the CHIP Application and CHIP Administrative Manual.

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

**SECTION 1
Duration and Contract Benchmark Conditions**

The duration of this Agreement is two years and shall begin on **August 1, 2020 and end on July 31, 2022** with required benchmarks that must be met within the first twelve months or the grant will be taken under review to determine whether it should be canceled for inactivity. The required benchmarks are as follows: The contract with DCA must be fully executed and all project pre-setups must be approved by DCA by **July 31, 2021**. However, the Agreement may be terminated by either party by written notice of such intent submitted ten (10) business days in advance of the termination date.

**SECTION 2
Expenditure Deadline and Close Out**

In accordance with the HOME Final Rule 24 CFR 92, all project funds associated with an eligible activity must be committed in the Integrated and Disbursement and Information System (IDIS) of the U.S. Department of Housing and Urban Development (HUD) or any successor system mandated by HUD, and expended by **July 31, 2022**, a date which is twenty-four (24) months of the start date of the term of the Agreement.

Following the expenditure deadline, the State Recipient must complete all close out processes of the program as required by the HOME Final Rule and applicable CHIP requirements prior to the expiration date of this Agreement.

SECTION 3 State Recipient Designation for the CHIP Program

The local unit of government shall act as a State Recipient and ensure that the HOME funds are used in accordance with the requirements of HOME and other applicable State laws for administering the CHIP program. The State Recipient will assume all responsibilities included in the HOME Final Rule at 24 CFR Part 92 and applicable CHIP manuals and policies.

SECTION 4 Funding

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

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

SECTION 5 General Programmatic Responsibilities

The State Recipient shall be responsible for the administration of CHIP funds, in accordance with the Program requirements provided in the Application and CHIP Manual, to successfully carry out all planned program activities. The State Recipient further agrees to assume responsibility for compliance with all applicable State and Federal laws and regulations.

The State Recipient agrees to be responsible for the execution of all necessary legal documents and other written agreements related to lending of or distributing of CHIP funds in compliance with HOME program requirements for written agreements at 24 CFR §92.504. The State Recipient shall use the loan closing documents prescribed by the CHIP program requirements.

The State Recipient agrees to manage the day-to-day operations of its CHIP-funded program and to monitor all activities to assure compliance with all HOME Regulations, all requirements of the CHIP Application and related CHIP manuals and all other applicable federal, state and local laws and regulations. The State Recipient shall provide reports as deemed necessary and mandated as applicable under federal regulations, to assure a proper accounting for all project funds, consistent with the requirements of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. CHIP will prescribe the report and delivery format for submission of such reports.

The State Recipient shall determine all rehabilitation standards used for units assisted with CHIP funds are in compliance with the eligibility and occupancy requirements as set forth in the HOME regulations (24 CFR 92.251), and all applicable CHIP manuals.

The State Recipient shall ensure all CHIP homeowners and homebuyers are determined to be income eligible in accordance with 24 CFR 92.203.

The State Recipient will provide oversight, monitor and keep records the State Recipient is required to perform as set forth in the related CHIP material.

The State Recipient shall apply homebuyer program policies in accordance with 24 CFR 92.254 (f), as applicable to the Program design. The State Recipient will comply with the requirements of the recapture provisions in accordance with 24 CFR 92.254.

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

SECTION 6 Affordability

All housing assisted with CHIP funds must meet the affordability requirements in accordance with 24 CFR §92.252 and 24 CFR §92.254, as applicable, of the HOME Final Rule. The State Recipient will ensure that its HOME-assisted properties adhere to the affordability requirement and will advise each applicant of this HOME provision enforced by CHIP requirements. If at any time the homeowner no longer meets the affordability requirements, the property will be deemed to be in default and subject to recapture, via the applicable loan documents.

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

SECTION 7 Program Income and Recaptured Funds

The State Recipient agrees when the CHIP assisted property is no longer the principle residence of the homeowner, the State Recipient will enforce the recapture provisions set forth in 24 CFR 92.254. The State Recipient agrees all recapture funds received from CHIP activities are to be repaid to GHFA in accordance with the terms of the loan closing documents required by DCA for the use of CHIP funds.

The State Recipient agrees to use any program income generated by the expenditure of the CHIP funds for additional HOME-eligible housing activities as defined by HOME Final Rule and in accordance with the requirements set forth in the DCA CHIP Program Income Policies and Procedures within the CHIP Administrative Manual. The State Recipient must submit a Program Income Plan for use of all CHIP proceeds. Additionally, the State Recipient must submit a Program Income Report quarterly until all program income is expended. All program income funds must be expended first before receiving any additional HOME funds from GHFA.

SECTION 8 Uniform Administrative Requirements

The State Recipient must comply with the applicable uniform administrative requirements 2 CFR part 200 as described in 24 CFR §92.505 of the HOME Final Rule. If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 92, the definitions in 24 CFR part 92 govern.

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

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

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

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

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

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

SECTION 12
Drug-free Workplace

The State Recipient hereby certifies as follows:

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

SECTION 13
Certification Regarding Sales and Use Tax

By executing the Agreement, the State Recipient certifies it is either (a) registered with the State Department of Revenue, collects, and remits State all sales and use taxes required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-

8-2. The State Recipient also acknowledges that GHFA may declare the Agreement void if the above certification is false.

SECTION 14 Project Requirements

The State Recipient must carry out all activities as provided in Appendix A of this Agreement in compliance with the project requirements stated in the CHIP Administrative Manual and 24 CFR Subpart F of the HOME Final Rule, as applicable to the type of project assisted.

As applicable, if there is no ratified sales contract with an eligible homebuyer for the housing within 9 months of the date of completion of new construction or vacant housing rehabilitation, the housing unit must be rented to an eligible tenant in accordance with §92.252.

SECTION 15 Other Program Requirements

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

SECTION 16 Affirmative Marketing

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

SECTION 17 Requests for Disbursement of Funds

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

SECTION 18 The Federal Funding Accountability and Transparency Act of 2006

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

SECTION 19 Language Access Plan

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

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

SECTION 20

Reports and Records

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

- a. A full description of each property assisted with CHIP Funds ("Eligible Property") assisted with Homeowner Rehabilitation Assistance, including the amount of the assistance;
- b. Documentation that after construction of each Eligible Property assisted by a Homeowner Rehabilitation activity the Eligible Property satisfies the property standards as set forth in 24 CFR §92.251;
- c. Documentation of the race, ethnicity, age, household size, and gender of all Borrowers;
- d. Documentation of the race, ethnicity, age, and gender of all principals of the businesses (general contractors and subcontractors) involved in the rehabilitation of any Eligible Property;
- e. Documentation of compliance with the affirmative marketing plan as set forth in 24 CFR §92.351 and the MBE/WBE plan described in 24 CFR §92.351;
- f. Documentation demonstrating that each Eligible Property assisted is in compliance with The Lead Based Paint Poisoning Prevention Act, 42 U.S.C. §4821, et seq. (24 CFR 92.355);
- g. Documentation of performance with the State Recipient's Section 3 Plan and Section 3 of the Housing and Urban Redevelopment Act of 1968.
- h. Documentation that no general contractor and/or subcontractors who performed any portion of the rehabilitation of an Eligible Property were debarred or suspended as set forth in 24 CFR Parts 24 and 91;
- i. Documentation of the Grant's Tier 1 and Tier 2 compliance with the National Environmental Protection Act and HOME Final Rule (24 CFR 92.352);
- j. Documentation as to whether or not flood insurance is part of a Down Payment Assistance activity as set forth in the HOME Regulations and required CHIP manuals, and applicable documentation of said flood insurance;
- k. Documentation of compliance with the Georgia Security and Immigration Compliance Act as provided in O.C.G.A. §50-36-1 and required CHIP manuals;

- l. Documentation of compliance with the Illegal Immigration Reform and Enhancement Act of 2011 as provided in O.C.G.A. §13-10-91 and required CHIP manuals;
- m. Documentation of compliance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement;
- n. Documentation of compliance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities as provided in O.C.G.A. § 36-80-23
- o. Documentation of compliance with the Section 504 federal civil rights law under the Rehabilitation Act of 1973 and required CHIP manuals;
- p. Documentation of compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. and required CHIP manuals by preparing a timely Language Access Plan;
- q. Documentation of compliance with Title II of the Americans with Disabilities Act of 1990 (ADA) and required CHIP manuals;
- r. Documentation of compliance with Section 808(d) of the Fair Housing Act and required CHIP manuals.
- s. Documentation of Program Income Plan in accordance with the requirements set forth in the HOME Final Rule 24 CFR 92.504 and the DCA CHIP Program Income Policies and Procedures within the CHIP Administrative Manual.

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

The State Recipient agrees to comply with the single audit act requirements as set forth in 2 CFR part 200, subpart F.

SECTION 21 Breaches and Remedies

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

The State Recipient agrees to avoid conflicts of interest in accordance with DCA policy, State law, provisions outlined in 24 CFR §85.36 and 24 CFR §84.42, 24 CFR 92.356, and must follow instructions provided in the Procurement Policy Standards of the CHIP Administrative Manual and other written guidance provided by DCA. Further, State Recipient warrants and represents that no member, employee, officer, agent, consultant, or official of State Recipient, nor any member of their immediate

family or business associates, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or any proceeds or benefits arising there from. State Recipient has certified in its application to DCA that no such conflict exists and said certification is a covenant and warranty of this Agreement. State Recipient shall also require each Eligible Borrower to certify that no such conflict exists.

SECTION 22 Reversion of Assets

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

SECTION 23 Other Agreements

Before the State Recipient may disburse funds received under this Agreement to a third party, the State Recipient and such third party must enter into a written agreement with the State Recipient which meets the applicable requirements in 24 CFR §92.504(c). The term "third party" includes any homeowners, home buyers, Administrators as defined in the CHIP Administrative Manual, or other contractors who are providing services to the State Recipient. This Agreement is only for the benefit of GHFA and State Recipient. No third party shall have any rights or interest in this Agreement.

SECTION 24 Indemnification

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

SECTION 25 Conflicts and Amendments

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

SECTION 26 Additional Terms and Conditions

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

In the event that a court of competent jurisdiction shall make final determination that any of the terms, provisions, covenants or conditions (hereinafter collectively referred to as "provisions") contained herein

are invalid, then such provision(s) shall be void and of no force or legal effect and shall be severed from this Agreement and all other provisions of this Agreement shall remain in effect.

Time is of the essence with this Agreement.

SECTION 27 Notices

All notices to the State Recipient shall be sufficient if made in writing and deposited in the U.S. mail or if delivered through a private courier to the address of the State Recipient listed below or at such other address as the State Recipient may notify DCA in writing. Mailed notices to the State Recipient shall be considered to have been given at the time they are delivered or deposited in the mail. Notwithstanding the foregoing, any notice in fact received shall be sufficient. All notices to DCA shall be effective when the written notices is received in hand by DCA at the address set forth below or such other address specified by DCA in writing to the State Recipient.

(a) Notices and communications to DCA:

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

(b) Notices and communications to the State Recipient:

To be filled in by the State Recipient:

Name: Bryan Wood

Title: Community Development Director

Address: P.O. Box 2030, Perry, Ga. 31069

Phone number: 478-988-2714

Email address: bryan.wood@perry-ga.gov

SECTION 28 Warranties, Representations and Certifications of the State Recipient

- a. The State Recipient warrants that it is duly organized, validly existing and in good standing under the laws of the State of Georgia; that it has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with the HOME Regulations and the CHIP Administrative Manual, and all applicable federal and state laws and regulations; that a resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the State Recipient, authorizing the execution and delivery of this Agreement by the State Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of State Recipient; and that said acts were done in such a manner and form as to comply with all applicable laws to make this Agreement the valid, enforceable and legally binding act and agreement of State Recipient.

- b. The State Recipient warrants that there is no action, proceeding, or investigation now pending, nor any basis known or believed by State Recipient to exist for such an action, proceeding, or investigation, which: (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of State Recipient or which would materially

and substantially impair the State Recipient's ability to perform any of the obligations imposed upon the State Recipient by this Agreement.

- c. State Recipient warrants and represents that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, suspension, declared ineligible, or voluntarily excluded from participation in this transaction or the DCA Program by any federal department or agency. State Recipient will also require each Eligible Borrower and selected contractor to certify that he or she is not currently debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction or by any other federal department or agency.
- d. State Recipient warrants and represents that:
 - (i) No federal appropriated funds have been paid or will be paid, by or on behalf of State Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, State Recipient shall complete and submit HUD Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (iii) State Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- e. State Recipient, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Agreement. State Recipient certifies that State Recipient is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
- f. All representations and warranties made under this Agreement shall be deemed to be made, and shall be true and correct, at and as of the Effective Date. All representations and warranties made under this Agreement shall survive the execution hereof.

SECTION 29

Entire Agreement

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

Signatures on the Following Page

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

State

Recipient: City of Perry

By: _____

Name: Randall Walker

Title: Mayor

Attest: _____

Name: Annie Warren

Title: City Clerk

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

Notary Public
My Commission Expires:

(NOTARY SEAL)

Georgia Housing and Finance Authority

By: _____

Name: Jill Cromartie

Title: Director, Housing Finance and
Development Division

Attest: _____

Name: DaTonya Lewis

Title: CHIP Program Manager

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

Notary Public

My Commission Expires:

(NOTARY SEAL)

**Georgia Department of Community Affairs
2020 Community HOME Investment Program
Sub-recipient Grant Agreement
Appendix A**

Grantee Name:	City of Perry	
Grant Number:	2020-112	
Grant Term:	August 1, 2020 – July 31, 2022	
Approved Activities:		
	Yes	No
Homeowner Rehabilitation Assistance Only:	X	
New Construction & Homeowner Rehabilitation Assistance:		X
New Construction Only:		X
Approved Budget:		
Homeowner Rehabilitation Assistance Project Funds:	\$300,000	
New Construction and/or Rehabilitation of Vacant Homes for Sale to Eligible Homebuyers Project Funds:	\$ 0	
Total Award:	\$ 300,000	
Total Households to be Assisted:		
Total Households To Receive Homeowner Rehabilitation Assistance:	8	households
Total Households to buy newly constructed homes:	0	households
Assistance Structure- Homeowner Rehabilitation Assistance Activities:		
X	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Stick-built or Modular Housing:	\$1,000 - \$49,000
X	Construction Project Delivery Cost Grant Limit:	Maximum of \$4,000
X	Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$49,000 Less Project Delivery Costs
X	Manufactured Housing Eligible in Program Design:	Yes
X	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Manufactured Housing:	\$1,000 - \$10,000
X	Project Delivery Grant Limit for Manufactured Housing:	Maximum of \$1,000
X	Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$10,000 Less Project Delivery Costs
Assistance Structure-New Construction Activities:		
	Developer's Fee	Maximum of 15% or \$20,000
	Construction Project Delivery Cost Grant Limit:	Maximum of 5% per project
Additional Program Design Elements for New Construction Activities :		
	Grantee will incorporate the use of energy audits in the assessment of all work completed.	
	Grantee will require the completion of visitability improvements identified in OCGA 8-3-172 within all units receiving assistance to the extent compatible with the rehabilitation work proposed.	
	Must meet HUD's Uniform Physical Conditions Standards (UPCS)	
Match:		
	Grantee does not propose a contribution of eligible HOME match to the program.	
X	Grantee will generate a local contribution of match eligible under §92.220 of the Final HOME Rule in the amount of: \$17,100	

**Georgia Department of Community Affairs
2020 Community HOME Investment Program
Sub-Recipient Grant Agreement
Appendix B
General Conditions**

Grantee Name:	City of Perry		
Grant Number:	2020-112		
Original Issuance:	August 1, 2020	Amendment #:	

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

Approval Status

Federal Requirements

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

- | | | |
|----|---|---------------------|
| 5. | A person is on staff or under contract that has a Lead-based Paint Visual Assessment Certificate. | <i>Not Approved</i> |
| 6. | The Grantee has adopted a plan for the recruitment of businesses and employees targeted under Section 3 of the Housing and Urban Development Act of 1968 and such plan has been approved by DCA. | <i>Not Approved</i> |
| 7. | At least one person is on staff of the Grantee or under contract to the Grantee who has a minimum of three (3) years of experience as a professional construction inspector or as a professional in a related field, such as architecture, engineering, construction supervision, building or housing code inspection, or a similar field. Such inspector must be approved by DCA to conduct HUD's Uniform Physical Conditions Standards (UPCS) inspections. | <i>Not Approved</i> |
| 8. | Acknowledge to provide CHIP assistance according to the property value limits for homeownership activities, as outlines in 24 CFR §92.254(a)(2)(iii) of the HOME Final Rule published on July 24, 2013. No home receiving assistance will have an after-rehabilitation value that exceeds 95 percent of area median purchase price for existing single-family units, as issued by HUD. The after rehabilitation value will be established prior to any rehabilitation work being performed. | <i>Not Approved</i> |
| 9. | In accordance with the Federal Funding Accountability and Transparency Act (FFATA) State recipients and sub-recipients receiving federal funds must register with Dun and Bradstreet (D & B) to obtain a D-U-N-S number and complete or renew their registration in the Central Contractor Registration. Completing these registration processes is free, but may take up to 10 days to complete. A D-U-N-S number and confirmation that your agency is active in SAM is required as part of this year's application. | <i>Not Approved</i> |

State of Georgia Requirements

- | | | |
|-----|--|---------------------|
| 10. | In accordance with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91, which requires public entities that provide public benefits to report annually to DCA, the Grantee must be compliant with the reporting requirements of O.C.G.A. §13-10-91. | <i>Not Approved</i> |
| 11. | In accordance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23, Grantees must be compliant with the requirements of O.C.G.A. § 36-80-23. | <i>Not Approved</i> |

12. In accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq, Grantees must be complaint with the requirements of O.C.G.A. § 50-24-1 et seq throughout the duration of this Agreement;
- Not Approved*

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

13. In accordance with State of Georgia Procurement Requirements as provided in O.C.G.A. 36-80-26, Grantees must follow the procurement standards when entering into contracts for grant application submission and administration. Provide signed and dated DCA addendum to CHIP administrative Services Contract and evidence of compliance with procurement requirements Not applicable if the grantee is not contracting with a grant administrator
- Not Approved*
14. The Grantee has adopted the CHIP policies and procedures for homeowner rehabilitation and new construction designed by DCA in accordance with the requirements of the 2019 CHIP manuals, HUD, and other required federal & state regulations. The CHIP manual should be used in conjunction with your already accepted design based on your approved 2019 application.
- Not Approved*
15. The Grantee has adopted written rehabilitation and new construction standards designed by DCA in accordance with the requirements of the 2019 CHIP manuals, HUD, and other required federal and state regulations.
- Not Approved*
16. The grant term is two years from August 1, 2020 through July 31, 2022. Attach a schedule of grant activities and completion deadline goals to fully complete each project by the July 31, 2021 deadline. Refer to Section 1, Duration and Contract Conditions, of the Agreement for required benchmarks that must be met.
- Not Approved*

CONTRACT FOR PROFESSIONAL SERVICES

This contract made this _____ Day of _____ 2020 by and between Grant Specialists of Georgia, Inc. (Hereinafter called the Grant Administrator) and the City of Perry, Georgia (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 HOME Investment Program, Program 2019 CHIP (Grant number 2020-112). This contract is contingent upon award of the 2020 CHIP grant.

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 City 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.

ARTICLE III: Grant Administrator=s Responsibilities

The Grant Administrator shall provide a designated project manager by name as the Local Government=s principal for 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 2020 CHIP Grant.

The term of this contract will be from the date of formal award or Grant Period provided by the Georgia Department of Community Affairs and until program is closed out.

ARTICLE IV: Payment of Services

The Grant Administrator will perform all stick-built housing rehabilitation and reconstruction services for a sum of **\$ 4,000.00 per completed individual housing unit**. These fees are Project Delivery Costs (PDC) (These funds will be provided through the Rehabilitation Activity included in the grant award)

The Grant Administrator will perform Lead Inspections, Risk Assessments and Clearance testing when applicable. Fees for these services are in addition to the PDC. (These funds will be provided through the Rehabilitation Activity included in the grant award)

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.

The City of Perry will provide **\$12,000** in Administration Fees. These will be paid to Grant Specialists of Georgia, Inc. upon completion of the 2020 CHIP grant.

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 _____, 2020:

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: _____

ASECTION 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 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 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 CHIP 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.

**DCA ADDENDUM TO ADMINISTRATIVE
SERVICES CONTRACT – CHIP Program**

(Fill in the names of the parties to this addendum and the CHIP award number in the spaces provided below for identification purposes only. Please fully execute this addendum on page three (3) by both parties named below.)

CHIP Local Government State Recipient: City of Perry

CHIP Award No. 2020-112

CHIP Administrator or Consultant Grant Specialists of Georgia, Inc.

The Georgia Department of Community Affairs (“DCA”) requires this Addendum to each administrative services contract (the “Contract”) between a city or county recipient of HOME funds (the “Recipient”) and each contractor or consultant providing administrative services to the Recipient relating to the use and administration of those funds (“Contractor”) to ensure that the requirements of the HOME Regulations at 24 CFR section 92.504(c)(1) are met (24 CFR section 92.1 *et seq.* are referred to as the “HOME Regulations”). Consequently, with respect to such Contract, the undersigned Recipient and Contractor agree that the following provisions are part of the Contract and further agree that, if there is a conflict between this Addendum and the Contract, this Addendum shall control:

1. Use of HOME Funds. Recipient and Contractor acknowledge and agree that DCA has provided HOME funds (the “Funds”) to Recipient under DCA’s CHIP program, which funds are to be used only to be used in connection with the CHIP program and for the activities that are specified and outlined in the written award of the Funds from DCA to Recipient. Each use of Funds by Recipient for an individual activity or project under the CHIP program shall be pursuant to a budget and schedule prepared for each such activity or project.

2. Affordability Requirement. Recipient and Contractor acknowledge and agree that the Funds are only to be used in connection with housing that meets the affordability requirements of section 92.252 or 92.254 of the HOME Regulations and further acknowledge and agree that, if the Funds are used in connection with a housing activity or project that does not meet those requirements, Recipient will be required to repay DCA all Funds so used.

3. Program Income. Recipient and Contractor acknowledge and agree that all program income will be paid to DCA, unless DCA and Recipient have a written agreement to the contrary, in which event that written agreement shall control.

4. Uniform Administrative Requirements. Recipient and Contractor must comply the applicable uniform administrative requirements found in section 92.505 of the HOME Regulations.

5. Project Requirements. Recipient and Contractor acknowledge and agree that each project for which Funds are used must comply with those parts of subpart F of the HOME Regulations that are applicable to such project and CHIP.

DCA Addendum to Administrative Services Contract – CHIP Program, Page 2

6. Program Requirements. Recipient and Contractor must carry out each such project or activity in compliance with the Federal laws and regulations described in subpart H of the HOME Regulations, not including DCA’s responsibility for release of funds under section 92.352 and the intergovernmental review process in section 92.357.

7. Affirmative Marketing. If the Funds are to be used for housing containing 5 or more assisted units, Recipient and Contractor must comply with the applicable affirmative marketing responsibilities set forth in section 92.351 of the HOME Regulations.

8. Requests for Funds. Recipient and Contractor agree that they may not request Funds until they are needed to pay eligible costs, the amount request must be limited to the amount so needed, and program income shall be used first (if, by separate agreement, DCA and Recipient have agreed that Recipient may use program income).

9. Records and Reports. Recipient and Contractor shall maintain records showing the use of the Funds and the eligibility of the project and recipient that receives Funds and shall keep any other records and render any reports that DCA may specify are needed to meet DCA’s responsibilities for recordkeeping and reporting.

10. Enforcement and Remedies. Recipient and Contractor understand and agree that the affordability requirements applicable to each project or activity for which Funds are used must be enforceable. Unless DCA otherwise agrees, they shall be imposed and enforceable by restrictive covenants that run with the land contained in a security deed, which deed shall be recorded in the real estate records of the County in which such project or activity is located. The form and substance of such covenants are subject to DCA’s approval. If there is a breach of the HOME requirements by the Recipient or Contractor, DCA may demand the return of the Funds in question, and, if there is a material breach of the HOME requirements by the Recipient or Contractor, DCA may terminate or suspend the Recipient from the CHIP program.

11. Term. The term of the Contract shall apply to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum on _____, 20____.

RECIPIENT:

CONTRACTOR:

[City of Perry]

[Grant Specialists of Georgia]

By: Randall Walker

By: Sherry Kurtz

Title: Mayor

Title: President