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August 4, 2020

COUNCIL AGENDA

6:00 PM

PERRY ARTS CENTER

1121 MACON ROAD, PERRY, GA 31069

To join the meeting by Facebook: Use this URL - facebook.com/cityofperryga
This will allow you to view and hear the meeting.

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll:
3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker
4. Introduction(s) / Recognition(s):
 - 4a. Introduction of new employee, Ms. Beverly Robinson – Chief S. Lynn.
 - 4b. Introduction of new employee Mrs. Donna Barfield – Mr. M. Worthington.
 - 4c. Recognition of Ms. Nancy Graham and Ms. Brianna Jenkins – Mr. S. Swan.
5. Community Partner(s) Update(s):
6. Citizens with Input.
7. Review of Minutes: Mayor Randall Walker
 - 7a. Council’s Consideration – Minutes of the July 20, 2020 work session, July 21, 2020 pre council meeting, and July 21, 2020 council meeting.
8. Old Business: Mayor Randall Walker
 - 8a. Ordinance(s) for Second Readings and Adoption:
 1. **Second Reading** of an ordinance for the rezoning of property from PUD, Planned Unit Development District, to R-2A, Single-family Residential District. The property is located at 138 Talton Road; Tax Map No. 0P0490 045000 – Mr. B. Wood.
 2. **Second Reading** of an ordinance for the rezoning of property from PUD, Planned Unit Development District, to R-3, Multi-family Residential District. The property is located at 138 Talton Road; Tax Map No. 0P0490 045000 – Mr. B. Wood.

9. Any Other Old Business:
 - 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 August 3, 2020 work session and August 4, 2020 pre council meeting.
 - 10b. Award of Bid(s):
 1. Bid No. 2021-01 Inverness Drive Storm Drainage Improvements – Mr. M. Worthington
 2. Bid No. 2021-03 Perry Parkway Water and Sewer Extension – Mr. M. Worthington
 - 10c. Resolution(s) for Introduction and Adoption:
 1. Resolution to approve an amendment to the gas supply contract with MGAG and authorize a Supplemental Contract with MGAG – Ms. B. Newby.
 2. Resolution authorizing an intergovernmental agreement between the City of Perry and Perry Public Facilities Authority for the funding of additions and improvements to the water and sewer system and acquisition and construction of a City Municipal Court Building and authorizing a bond purchase agreement – Mr. L. Gilmour.
 - 10d. Affirmation of approval and execution of the CARES Act Coronavirus Relief Fund Grant Agreement – Ms. B. Newby.
 - 10e. Approve renewal of City health and dental insurance – Mr. L. Gilmour.

11. Council Members Items:

12. Department Heads/Staff Items.

13. General Public Items:

14. Mayor Items:

15. Adjourn.

MINUTES
WORK SESSION MEETING
OF THE PERRY CITY COUNCIL
July 20, 2020
5:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the work session meeting held July 20, 2020 at 5:00 p.m.

2. Roll:

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

Elected Officials Absent: Council Member Robert Jones

Staff: City Manager Lee Gilmour and Recording Clerk Annie Warren

Staff Absent: City Attorney Brooke Newby and Assistant City Manager Robert Smith

City Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker - Perry Fire and Emergency Services Department, Brenda King – Director of Administration, Mitchell Worthington – Director of Finance, Bryan Wood – Director Community Development, Ansley Fitzner – Public Works Superintendent, Tabitha Clark – Communications Manager, Ashley Hardin – Economic Development Manager, Haley Bryant – Main Street Coordinator, Maria Herrera - and Fire Marshal Michael Paull.

Guest(s)/Speaker(s): Chris Lyons, Jeff Leonard, Rich Knoll, Ellen Palmer, and Burke Murph.

Media: Josh Miller - The Houston Home Journal

3. Items of Review /Discussion: Mayor Randall Walker

3a. Appearance(s):

1. Presentation by Hargray relative to communication issues. Mr. Knoll presented a PowerPoint presentation which included: 1) Hargray's plans regarding infrastructure development, service delivery and growth; 2) work with the City of Perry in locating high-tech industry; and Hargray's plan of action to address complaints relative to residential service issues.

Council Member Hunt expressed his concerns relative to the level of service he received from Hargray.

2. Discussion relative to lease agreement and request for a reduced rental rate for Classroom 1 at the Perry Arts Center – Ms. Susan Verrochi and Mr. Micah Goguen. Mayor Walker advised Council that Ms. Verrochi stated she would not be at the meeting this evening. Mayor Walker withdrew the item from the agenda and stated it would be placed on an agenda in the future.

3b. Office of the City Manager

1. Short Term Rentals: – Ms. Hardin provided a presentation relative to short term rentals. Ms. Hardin’s presentation included local listings, projected revenue, and compliance recommendations. Administration recommended gathering additional information and bringing back before Council. Council concurred with Administration’s recommendation.
2. Discussion of fire code appendices: Chief Parker presented to Mayor and Council the process of determining fire flow and the number and location of fire hydrants as well as discussed, the appendices involved in the process.
3. Main Street Downtown Business Gift Card Program: Ms. Bryant presented for Council’s consideration a yiftee eGift Card to be used with the downtown businesses. Council concurred to move forward the eGift card.

3c. Department of Public Works

1. Legacy Park Dedication Signage: Ms. Fitzner presented an updated sketch of Legacy Park Dedication Signage. Mr. Murph advised Council that GWES would donate the fabrication and installation to the City of Perry to honor the men and women who served in the armed forces. Council concurred to move forward with the project.

4. Council Member Items:

Council Members Bynum-Grace, Hunt, Peterson, and Albritton had no reports. Mayor Pro Tempore King voiced his concerns relative to children getting into the water at Legacy Park. Administration stated signage is posted and if it persists, enforcement would be encouraged.

5. Department Head/Staff Items:

Mr. Gilmour had no report.

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

6. General Public:

Ms. Palmer

- July 25th, Drive-In Fireworks show at the Georgia National Fairgrounds
- August 27th, Legislative Appreciation Reception

7. Adjournment: There being no further business to come before Council in the work session held on July 20, 2020 Council Member Albritton motioned to adjourn the meeting at 6:35 pm. Council Member Hunt seconded the motion and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
July 21, 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 July 21, 2020 at 6:00 p.m.

2. Roll.

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

Elected Officials Absent: Council Member Robert Jones.

City Staff: City Manager Lee Gilmour and Recording Clerk Janet Duffin.

City Staff Absent: Assistant City Manager Robert Smith and City Attorney Brooke Newby.

Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker – Fire and Emergency Services Department, Bryan Wood – Director of Community Development, Brenda King - Director of Administration, Mitchell Worthington – Director of Finance, Sedrick Swan – Director of Leisure Services, Ashley Hardin – Economic Development Manager, Ansley Fitzner – Public Works Superintendent, Michael Paull - Fire Marshal and Tabitha Clark – Communications Manager.

Media: Kristin Moriarty - Houston Home Journal

3. Invocation and Pledge of Allegiance to the Flag:

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

4. Recognition(s) / Presentation(s):

- 4a. Introduction of new hire Martrez Scott – Chief S. Lynn.

Chief Lynn introduced Officer Martrez Scott who recently graduated from the Georgia Public Safety Training Center in Forsyth. Mayor Walker and Council welcomed Officer Scott to the City of Perry.

5. Community Partner(s) Update(s):

None

6. Citizens with Input:

None

7. Review of Minutes: Mayor Randall Walker

- 7a. Council's Consideration – Minutes of the July 6, 2020 work session, July 7, 2020 pre council meeting, and July 7, 2020 council meeting.

Council Member Bynum-Grace motioned to accept the minutes as submitted; Mayor Pro Tempore King seconded the motion and it carried unanimously.

8. Old Business: Mayor Randall Walker

- 8a. Discuss adoption of State Minimum Fire Safety Standards – Mr. L. Gilmour.

Council concurred to move the discussion of the adoption of State Minimum Fire Safety Standards back to a First Reading at the next council meeting.

8b. Ordinance(s) for Second Readings and Adoption:

1. **Second Reading** of an ordinance for the rezoning of property from PUD, Planned Unit Development District, to R-2A, Single-family Residential District. The property is located at 138 Talton Road; Tax Map No. 0P0490 045000 – Mr. B. Wood.

Mayor Walker advised petitioner requested this item be tabled until the August 4, 2020 council meeting. Mayor Pro Tempore King motioned to table this item until the August 4, 2020 council meeting; Council Member Albritton seconded the motion and it carried unanimously.

2. **Second Reading** of an ordinance for the rezoning of property from PUD, Planned Unit Development District, to R-3, Multi-family Residential District. The property is located at 138 Talton Road; Tax Map No. 0P0490 045000 – Mr. B. Wood.

Mayor Walker advised petitioner requested this item be tabled until the August 4, 2020 council meeting. Council Member Bynum-Grace motioned to table this item until the August 4, 2020 council meeting; Mayor Pro Tempore King seconded the motion and it carried unanimously.

3. **Second Reading** of an ordinance for the rezoning of property from RAG (county) to R-2A (city). The property is located at 2162 Kings Chapel Road; Tax Map No. 000830 034000 – Mr. B. Wood.

Adopted Ordinance No. 2020-08 for the rezoning of property from RAG (county) to R-2A (city). Mayor Pro Tempore King motioned to adopt the ordinance as submitted; Council Member Albritton seconded the motion and it carried unanimously. *(Ordinance 2020-08 has been entered into the*

City's official book of record.)

4. **Second Reading** of an ordinance for the annexation of property from RAG (county) to R-2A (city). The property is located at 2162 Kings Chapel Road; Tax Map No. 000830 034000 – Mr. B. Wood.

Adopted Ordinance No. 2020-09 for the annexation of property from RAG (county) to R-2A (city). Council Member Albritton motioned to adopt the ordinance as submitted; Mayor Pro Tempore King seconded the motion and it carried unanimously. *(Ordinance 2020-09 has been entered into the City's official book of record.)*

5. **Second Reading** of a text amendment to revise the Procedures and Standards for Murals – Mr. B. Wood.

Adopted Ordinance No. 2020-10 of a text amendment to revise the Procedures and Standards for Murals. Mayor Pro Tempore King motioned to adopt the text amendment as submitted; Council Member Albritton seconded the motion and it carried unanimously. *(Ordinance 2020-10 has been entered into the City's official book of record.)*

9. Any Other Old Business:

- 9a. Mayor Randall Walker – Advised that the Strategic Planning session originally scheduled for August and September has been postponed until January due to risks associated with the pandemic.
- 9b. Council Members – none
- 9c. City Manager Lee Gilmour – Recommended City Council pass a resolution to remove the moratorium currently in place on murals.

Adopted Resolution No. 2020-43 Repealing a Temporary Moratorium on the Permitting of Murals Throughout the City. Mayor Pro Tempore King motioned to adopted a resolution repealing the moratorium on murals; Council Member Bynum-Grace seconded the motion and it carried unanimously. *(Resolution No. 2020-43 has been entered into the City's official book of record.)*

10. New Business: Mayor Randall Walker

- 10a. Matters referred from July 20, 2020 work session. None
- 10b. Approval of Tax Authorizations with Ice Miller relative to IRS approval letter for the city's GMEBS plan – Mr. L. Gilmour.

Mr. Gilmour recommended authorization that necessary documents be signed and executed relative to the IRS approval letter for the city's GMEBS plan. Council Member Albritton motioned to move forward with the execution of documents; Mayor Pro Tempore King seconded the motion and it carried

unanimously.

11. Council Member Items:

None

12. Department Heads/Staff Items:

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

Chief Parker thanked Mayor Walker and Council Members for their support of the fire safety standards.

Mr. Gilmour referred discussion relative to the fall youth sports programs to Mr. Swan. Mr. Swan advised that plans for fall soccer and football have been pushed back due to the pandemic. A meeting is being held on August 8th to discuss further plans for soccer. Football is scheduled to begin September 1st. Mr. Swan stated they may offer youth tennis because it is a lesser contact sport.

Mayor Walker stated he has some reservations about sports beginning in the fall and asked for feedback from council members. Mayor Pro Tempore King stated he wants to ensure the safety of everyone. Council members asked Mr. Swan to provide them with updates on a regular basis. Council Member Albritton stated a decision should be made within the week. Council Member Bynum-Grace stated we should not move forward with fall sports if we cannot keep the children safe and that she is not agreeable to doing it right now. Mr. Gilmour advised he concurred with Council Member Bynum-Grace's statements and he does not foresee any changes by September 1st. Mr. Gilmour advised there are no indications that any of these programs are in a safe environment to proceed and recommended youth sports be cancelled for the fall.

Council members concurred to cancel all youth sports programs for the fall in order to protect the youth of our city.

Council Member Peterson advised she would like to ensure council members receive an email notifying them if anything else is cancelled so they will be aware. Mayor Walker advised emails would be sent in the future and apologized if they had not been sent in the past.

13. General Public Items:

None

14. Mayor Items:

Work session will be held August 3, 2020 beginning at 5:00 p.m.

Pre council and council will be held August 4, 2020 beginning at 5:00 p.m. and 6:00

p.m. respectively.

15. Adjournment: There being no further business to come before Council in the regular council meeting held July 21, 2020, Council Member Hunt motioned to adjourn the meeting at 6:45 p.m.; Council Member Albritton seconded the motion and it carried unanimously.



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STAFF REPORT

May 13, 2020

CASE NUMBER: RZNE-60-2020
APPLICANT: Bryant Engineering, LLC
REQUEST: Rezone from PUD, Planned Unit Development District, to R-2A, Single-family Residential District and R-3, Multi-family Residential District
LOCATION: 138 Talton Road; Tax Map No. 0P0490 045000

ADJACENT ZONING/LANDUSES:

Subject Parcel: PUD, Planned Unit Development; undeveloped
North: RAG, Residential-Agricultural (County); undeveloped, planned for residential use
South: RAG (County); undeveloped, farmland, single-family residence
East: RAG (County); undeveloped, farmland
West: RAG & R-1 (County); single-family residences, Candler Park subdivision)

BACKGROUND INFORMATION: The subject property was annexed into the City of Perry and zoned PUD in 2007. The approved PUD plan called for development of 545 lots with two access points on Talton Road. The property was never developed.

The applicant proposes to rezone this 223.79-acre tract to R-2A, Single-family Residential District and R-3, Multi-family Residential District. The conceptual site plan submitted with the application indicates approximately 450 single-family residential lots of various sizes. Estate-sized lots (approximately 40,000 square feet in area) would front Talton Road and Bear Branch Road. A mixture of R-1, R-2A, and R-3 sized lots (minimum 14,000, 12,000, and 9,000 square feet in area) would be developed in the interior of the site. Two access points are proposed – one each on Talton Road and Bear Branch Road.

The proposed line separating the two proposed zoning districts is intended to follow property lines. In order to prevent the creation of split-zoned lots, the zoning line may shift slightly to align with the final layout of lots.

STANDARDS GOVERNING ZONE CHANGES:

- 1. The suitability of the subject property for the zoned purposes.** The subject property is suitable for residential development allowed per the current PUD zoning classification
- 2. The extent to which the property values of the subject property are diminished by the particular zoning restrictions.** Property values are not diminished by the current zoning.
- 3. The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public.** There is no destruction of property value.

4. **The relative gain to the public as compared to the hardship imposed upon the individual property owner. There is no hardship imposed on the property owner by the current zoning.**
5. **Whether the subject property has a reasonable economic use as currently zoned. The property can be developed with single-family residences as currently zoned.**
6. **The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property. The property has remained undeveloped since being annexed into the City of Perry in 2007. Properties in the general vicinity have been and continue to be developed for residential uses.**
7. **Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property. The proposed zoning classifications, subject to conditions, will maintain single-family residential uses which are consistent with development of properties in the general vicinity.**
8. **Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property. The applicant proposes single-family residential uses with an overall density of about 100 units less than currently allowed. This will benefit surrounding properties by reducing the development's impact on the infrastructure in the area.**
9. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan. The 2017 Joint Comprehensive Plan Update identifies the subject property as 'Suburban Residential'.**
10. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The proposed development under the requested zoning classifications will result in reduced density and more remote access points which should reduce any negative impacts upon the existing streets, transportation facilities, utilities, or schools, which result from the current zoning of the property.**
11. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal. There continues to be demand for residential uses in the area east of Perry, due to increasing population and the proximity to excellent schools.**

STAFF RECOMMENDATION: Staff recommends approval of the application to rezone to R-2A, Single-family Residential District and R-3, Multi-family Residential District with the following conditions:

1. The development shall consist only of single-family detached residential uses, park/open space, and associated infrastructure improvements;
2. The final subdivision design shall substantially conform to the conceptual plan prepared by Bryant Engineering and dated 5/5/20; and
3. The Director of Community Development shall make the final determination of the location of the line separating the two zoning districts based on final layout of lots, and provided such line does not shift, generally, more than 50 feet in any direction from what is presented with this application.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommends approval of the application, based on Staff's report and recommendation.


 Eric Z. Edwards, Chairman, Planning Commission

5/15/20
 Date



ROBERTS RD

CA HWY 127

CA HWY 127

TAYLOR RD

NEWPORT AVE

WINGFIELD WAY

AMBERLY CT

CA HWY 127

JOBY LN

WARRIOW LN

SWINERT LN

LANIER LOOP

CANDLER DR

LANIER LOOP

WATERS EDGE OF

BEAR BRANCH RD

FARR RD

LINDA SUE LN

FARR RD

BEAR BRANCH RD

BEAR BRANCH RD

BEAR BRANCH RD



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Application # _____

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

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Bryant Engineering, LLC	Elizabeth P Taltan
*Title	Chad Bryant, President	Owner
*Address	906 Ball Street Perry, GA 31069	109 Taltan Road, Kennesaw, GA 30147
*Phone	478-224-7070	
*Email	Chad@bryantengllc.com	

Property Information

*Street Address or Location	138 Taltan Road
*Tax Map #(s)	0P0490 045000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property and/or a proposed site plan; C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.

Request

*Current Zoning District	PUD	*Proposed Zoning District	Tract A - 121.54 ac R-3 Tract B - 102.26 ac R-2A 223.80 total ac.
*Please describe the existing and proposed use of the property existing - designed for 540 lots of R-2 + R-3 proposed - approx. 450 lots - estate size 32,670 min R-2A (12,000 SF) R-3 (9,000 SF)			

Instructions

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

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

10. Signatures:

*Applicant 	*Date 5/11/20
*Property Owner/Authorized Agent 	*Date 5/11/20

Standards for Granting a Rezoning (see attached)

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe the existing land uses and zoning classifications of surrounding properties.
3. Describe the suitability of the subject property for use as currently zoned.
4. Describe the extent to which the value of the subject property is diminished by the current zoning designation.
5. Describe the extent to which the diminished property value promotes health, safety, morals, and general welfare of the public.
6. Describe the relative gain to the public compared to any hardship imposed on the property owner.
7. Describe how the subject property has no reasonable economic use as currently zoned.
8. How long has the subject property been vacant as currently zoned, considering development in the vicinity?
9. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
10. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
11. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
12. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
13. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

Revised 1/10/2018

For Office Use (receipt code 204.1)

Date received	Fee paid	Date deemed complete	Public Notice Sign	Legal Ad	County Notification
Notice to Applicant	Routed to PC	Date of PC	Date of Public Hearing	Date of Council action	Notice of action



Chad R. Bryant, P.E.
President-Perry

Jennie S. Barfield, P.E.
Forsyth Branch Manager

Casey Graham, P.E.
Perry Branch Manager

May 11, 2020

Mr. Bryan Wood
Community Development Director
City of Perry
741 Main Street
Perry, GA 31069
478-988-2720
bryan.wood@perry-ga.gov

**Subject: Application for Rezoning
Talton Road Development
0636-005**

Dear Mr. Wood,

Please see attached application and plat for rezoning for 223.80 acres located on Talton Road. Below is the Standards for Granting a Rezoning (Page 2 of application).

1. No Covenants are currently in place
2. Properties across Talton Road are currently Large Estate Lots. To the north is a vacant farm with a planned Residential Subdivision with 32,670 S.F. min Lots. To the east of the property is a low lying wooded parcel currently vacant and zoned HC-RAG.
3. The property has historically been used as farmland. However, due to the proximity to Veterans High School and surrounding developments, this property has become prime area for residential development. The property has been previously rezoned to City of Perry PUD with 540 planned lots. The proposed zoning and concept would produce approximately 450 lots with a mix use of Estate Lots matching the current use across Talton Road, R-1, R-2a, and R-3 type home sites.
4. The property will remain residential use as currently zoned. The density of the property will be reduced from its current zoning classification.
5. The reduction in density will reduce stormwater runoff and provide like kind development directly across the street from neighboring properties along Talton Road.
6. The current zoning of the property creates a vast change in lot sizes compared to adjoining properties. The revised zoning and concept allows for a better transition in Lot sizes.
7. This is a like kind rezoning. Therefore, the economic use stays relatively the same.
8. The property has never been developed as currently zoned and has remained farmland.





Chad R. Bryant, P.E.
President-Perry

Jennie S. Barfield, P.E.
Forsyth Branch Manager

Casey Graham, P.E.
Perry Branch Manager

9. The proposed zoning is like kind with its current zoning and meets similar lot sizes in neighboring subdivisions such as Wind River, The Woodlands, Summer Branch, and other developments down Bear Branch Road.
10. The proposed zoning is for residential use and the property is within a transitional area from farmland to higher density residential.
11. This area is planned for residential development in the Comprehensive Plan
12. This area is part of a planned expansion to City Sewer. The property is accessible to Talton Road to Hwy 127 and Bear Branch Road. Traffic counts are very low so there will not be an overburden on transportation infrastructure.
13. The proposed development we believe will provide a better transition than the current zoning and will have a softer impact to neighboring properties.

We would like to be placed on the next available agenda for the Perry Planning Commission. Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads 'Chad R. Bryant'.

Chad Bryant, P.E.
President
Bryant Engineering





BE BRYANT ENGINEERING
 1000 Peachtree Street, N.E.
 Atlanta, Georgia 30309
 Phone: (404) 525-1100
 Fax: (404) 525-1101
 Website: www.bryanteng.com

DATE	08/15/11
BY	JAC
CHECKED	JAC
SCALE	AS SHOWN
TITLE	REZONING PLAN FOR TALTON ROAD SUBDIVISION
PROJECT NO.	11-000000000000000000
CLIENT	BE BRYANT ENGINEERING

REZONING PLAN FOR
 TALTON ROAD SUBDIVISION
 GEORGIA

NO.	1
DATE	08/15/11
BY	JAC
CHECKED	JAC
SCALE	AS SHOWN
TITLE	REZONING PLAN FOR TALTON ROAD SUBDIVISION
PROJECT NO.	11-000000000000000000
CLIENT	BE BRYANT ENGINEERING

NO.	1
DATE	08/15/11
BY	JAC
CHECKED	JAC
SCALE	AS SHOWN
TITLE	REZONING PLAN FOR TALTON ROAD SUBDIVISION
PROJECT NO.	11-000000000000000000
CLIENT	BE BRYANT ENGINEERING

CO.1

TOTAL PROPERTY AREA
 223.80 ACRES



BE BRYANT ENGINEERING
 ATLANTA, GA

BE BRYANT ENGINEERING
 ATLANTA, GA

BE BRYANT ENGINEERING
 ATLANTA, GA

PART B
 104.46 ACRES
 CURRENT ZONING PD
 PROPOSED ZONING R-2A
 PARTIAL OF TALTON ROAD SUBDIVISION
 OF
 ELIZABETH PLANTAN

R-2-A

PART A
 119.34 ACRES
 CURRENT ZONING PD
 PROPOSED ZONING R-2B
 PARTIAL OF TALTON ROAD SUBDIVISION
 OF
 ELIZABETH PLANTAN

R-2-B

Zoning Plat

LEGEND

1	PROPOSED ZONING
2	EXISTING ZONING
3	PROPOSED LOT LINES
4	EXISTING LOT LINES
5	PROPOSED DRIVEWAYS
6	EXISTING DRIVEWAYS
7	PROPOSED SIDEWALKS
8	EXISTING SIDEWALKS
9	PROPOSED UTILITIES
10	EXISTING UTILITIES
11	PROPOSED EASEMENTS
12	EXISTING EASEMENTS
13	PROPOSED SETBACKS
14	EXISTING SETBACKS
15	PROPOSED CORNER CUTS
16	EXISTING CORNER CUTS
17	PROPOSED ADJACENT PROPERTY
18	EXISTING ADJACENT PROPERTY
19	PROPOSED TOWN BOUNDARY
20	EXISTING TOWN BOUNDARY
21	PROPOSED ROAD RIGHT-OF-WAY
22	EXISTING ROAD RIGHT-OF-WAY
23	PROPOSED DRIVEWAY RIGHT-OF-WAY
24	EXISTING DRIVEWAY RIGHT-OF-WAY
25	PROPOSED SIDEWALK RIGHT-OF-WAY
26	EXISTING SIDEWALK RIGHT-OF-WAY
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31	PROPOSED SETBACK RIGHT-OF-WAY
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35	PROPOSED ADJACENT PROPERTY RIGHT-OF-WAY
36	EXISTING ADJACENT PROPERTY RIGHT-OF-WAY
37	PROPOSED TOWN BOUNDARY RIGHT-OF-WAY
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99	PROPOSED UTILITY RIGHT-OF-WAY
100	EXISTING UTILITY RIGHT-OF-WAY



STATE OF GEORGIA
REGISTERED PROFESSIONAL ENGINEER
EXPIRES 12/31/2018

BE BRYANT ENGINEERING

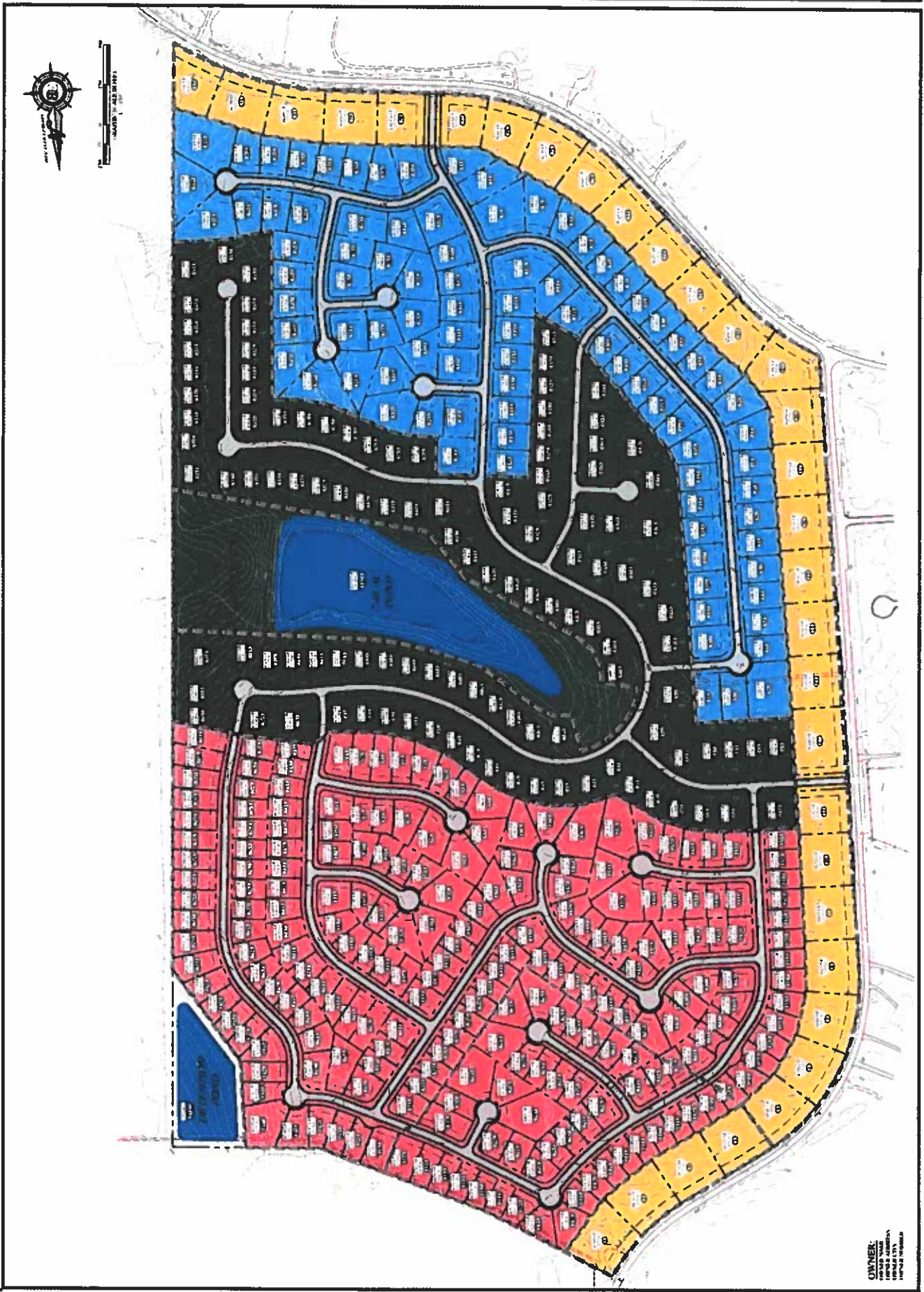
DATE: 08/14/18
PROJECT: TALTON ROAD SUBDIVISION
DRAWN BY: J. J. BRYANT
CHECKED BY: J. J. BRYANT
SCALE: AS SHOWN



CONCEPT LAYOUT FOR
TALTON ROAD SUBDIVISION
GEORGIA

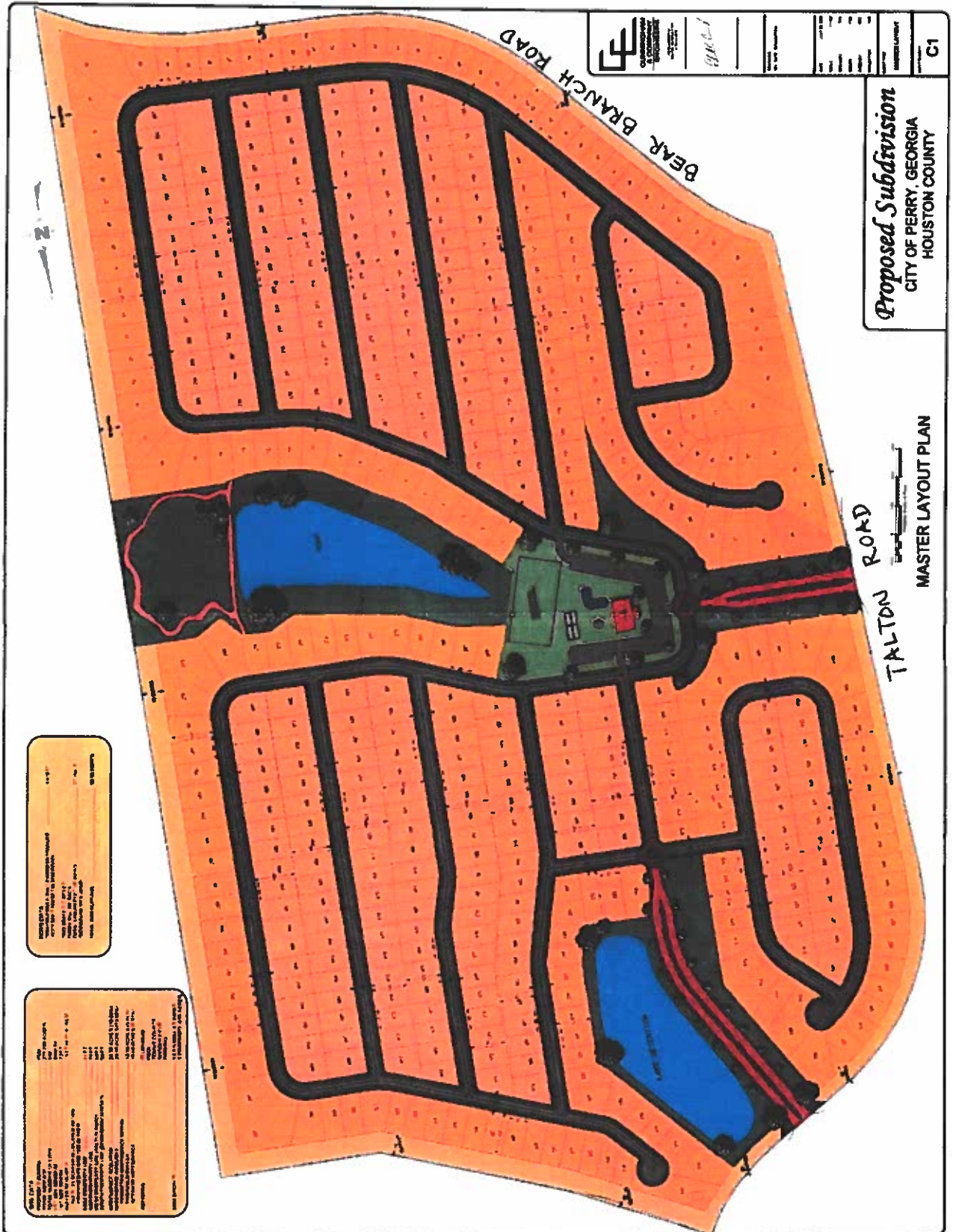
NO.	DESCRIPTION	DATE
1	PRELIMINARY LAYOUT	08/14/18
2	CONCEPT LAYOUT FOR	08/14/18
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99	CONCEPT LAYOUT FOR	08/14/18
100	CONCEPT LAYOUT FOR	08/14/18

CO.1



PROPOSED CONCEPT
 ≈450 lots, 1 entrance each on Talton Rd and Bear Branch

OWNER:
 TALENT DEVELOPMENT
 10000 TALENT RD
 TALENT, GA 30084



Bid Submittal Summary Sheet

Bid Title/Number: 2021-03 Perry Parkway Water and Sewer Extension

M&CC Meeting Date: 8/4/2020

Funding Source: 2018 SPLOST Fund

Budgeted Expense? Yes


Responsive Bidders:	Bid Amount
TMT Utilities LLC	\$ 276,000.00
Pyles Plumbing & Utility	\$ 315,870.00
RDJE, Inc	\$ 561,730.00
John R. Walker, Inc	\$ 596,417.70
The Renee Group	\$ 787,745.00

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

Department Recommendation:

Vendor:	TMT Utilites LLC
Amount:	\$ 276,000.00
Department:	Community Development
Department Representative:	Chad McMurrian, Engineering Svcs Mgr

Purchasing Agent Recommendation:

Vendor:	TMT Utilites LLC
Amount:	\$ 276,000.00
Purchasing Agent:	Mitchell Worthington, Finance Director
Signature:	



GWES

Perry - Brunswick

P.O. Box 2055 / 733 Carroll Street
Perry, Georgia 31069
(478) 235-0307 www.gwesllc.com

July 27, 2020

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

**RE: Perry Parkway Water and Sewer Extension
Recommendation of Contract Award
GWES Project No. 033.28.1.19**

Mr. McMurrian,

This letter shall serve as our Recommendation of Award of the contract for construction of the referenced project.

During advertisement of the project, bid solicitation included invitations to eighteen (18) contractors as well as inclusion on the Georgia Procurement Registry. A mandatory pre-bid meeting, held on July 9, 2020, was attended by ten (10) contractors. Those contractors were plan holders for the project.

After the advertisement period, sealed bids were received until 10:30 p.m., Thursday, July 23, 2020, at Perry City Hall and thereafter publicly opened, read, and recorded. Responsive bids were submitted by five contractors. We have examined the submitted bids and determined that TMT Utilities, LLC is the low responsive bidder. Please refer to the attached Official Bid Tabulation for the project bid specifics.

In due diligence, GWES performed an evaluation of the completeness of the bids and on the contractor's capability to perform the work. Based on the Qualifications of Bidders, follow-up interviews with contacts and references provided, GWES finds no apparent reason to believe that TMT Utilities, LLC cannot complete the work satisfactorily within the 120-day project schedule. We therefore recommend that this project be awarded to TMT Utilities, LLC for the bid amount of \$276,000.00.

Supporting documentation is included for your review and records. Upon the City's approval, we will prepare the contracts for execution. If you have any questions or require additional information, please contact us.

Respectfully,



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

Attachments: Official Bid Tab
Bids Review
Contractor's References Check
Bid Surety Check
Notice Of Award



BID TABULATION
PROJECT NAME: PERRY PARKWAY WATER AND SEWER EXTENSION
CLIENT NAME: CITY OF PERRY
PROJECT NO.: 033.26.1.19
DATE: Thursday, July 23, 2020 at 10:30 a.m.

		John R. Walker, Inc			Pyles Plumbing & Utility			RDJE, Inc			The Renees Group			TMT Utilities LLC	
Item No.	Description	Quantity	Unit	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
A. Storm Drainage Installation															
1 Mobilization/Demobilization															
a.	Mobilization and Demobilization	1	LS	\$79,000.00	\$79,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00
b.	Traffic Control	1	LS	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$500.00	\$500.00	\$500.00	\$500.00
2 Erosion and Sedimentation Control															
a.	Type "NS" Silt Fence (Sd1-NS)	1,850	LF	\$4.75	\$8,787.50	\$3.00	\$5,550.00	\$3.00	\$5,550.00	\$6.85	\$12,672.50	\$2.50	\$4,625.00	\$2.50	\$4,625.00
b.	Construction Exit (Co)	2	EA	\$1,250.00	\$2,500.00	\$1,500.00	\$3,000.00	\$2,800.00	\$5,600.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00
c.	Haybale Checkdam (Cd-Hb)	35	EA	\$75.00	\$2,625.00	\$50.00	\$1,750.00	\$50.00	\$1,750.00	\$30.00	\$1,050.00	\$30.00	\$1,050.00	\$30.00	\$1,050.00
d.	Erosion Control Matting (Ss)	290	SY	\$12.35	\$3,581.50	\$2.00	\$580.00	\$6.00	\$1,740.00	\$6.00	\$1,740.00	\$2.00	\$580.00	\$2.00	\$580.00
e.	Storm Drain Outlet Protection (Sl)	35	CY	\$115.00	\$4,025.00	\$40.00	\$1,400.00	\$115.00	\$4,025.00	\$45.00	\$1,575.00	\$57.00	\$1,995.00	\$57.00	\$1,995.00
f.	Temporary Mulching and (Ds1)	2.3	AC	\$1,200.00	\$2,760.00	\$300.00	\$690.00	\$1,300.00	\$2,990.00	\$1,250.00	\$2,875.00	\$2,173.00	\$4,987.90	\$2,173.00	\$4,987.90
g.	Temporary Seeding (Ds2)	2.3	AC	\$1,200.00	\$2,760.00	\$400.00	\$920.00	\$1,800.00	\$4,140.00	\$275.00	\$632.50	\$1,086.90	\$2,499.87	\$1,086.90	\$2,499.87
a.	Permanent Seeding (Ds3)	2.3	AC	\$4,500.00	\$10,350.00	\$1,000.00	\$2,300.00	\$2,300.00	\$5,175.00	\$2,250.00	\$5,175.00	\$350.00	\$805.00	\$1,086.90	\$2,499.87
3 Sanitary Sewer Infrastructure															
a.	8" SDR-26 PVC Gravity Sewer (0'-6" Cut)	120	LF	\$61.24	\$7,348.80	\$45.00	\$5,400.00	\$45.00	\$5,400.00	\$55.00	\$6,600.00	\$25.00	\$3,000.00	\$25.00	\$3,000.00
b.	8" SDR-26 PVC Gravity Sewer (6'-8" Cut)	670	LF	\$81.24	\$54,430.80	\$45.00	\$30,150.00	\$45.00	\$30,150.00	\$58.00	\$38,860.00	\$28.00	\$18,760.00	\$28.00	\$18,760.00
c.	8" SDR-26 PVC Gravity Sewer (8'-10" Cut)	1,150	LF	\$61.24	\$70,426.00	\$50.00	\$57,500.00	\$50.00	\$57,500.00	\$60.00	\$69,000.00	\$30.00	\$34,500.00	\$30.00	\$34,500.00
d.	8" SDR-26 PVC Gravity Sewer (10'-12" Cut)	430	LF	\$61.24	\$26,333.20	\$70.00	\$30,100.00	\$70.00	\$30,100.00	\$70.00	\$30,100.00	\$35.00	\$15,050.00	\$35.00	\$15,050.00
e.	8" SDR-26 PVC Gravity Sewer (12'-14" Cut)	160	LF	\$61.24	\$9,798.40	\$62.00	\$9,920.00	\$62.00	\$9,920.00	\$75.00	\$12,000.00	\$100.00	\$16,000.00	\$35.00	\$5,600.00
f.	Manhole Ring and Cover	11	EA	\$600.00	\$6,600.00	\$425.00	\$4,675.00	\$550.00	\$6,050.00	\$600.00	\$6,600.00	\$300.00	\$3,300.00	\$300.00	\$3,300.00
g.	4" Dia. Manhole Construction	105	VF	\$355.00	\$37,275.00	\$195.00	\$20,475.00	\$600.00	\$63,000.00	\$310.00	\$32,550.00	\$350.00	\$36,750.00	\$350.00	\$36,750.00
h.	Rebuild Manhole Invert	2	EA	\$2,900.00	\$5,800.00	\$400.00	\$800.00	\$800.00	\$1,600.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
i.	Connect Sewer Pipe to Existing Manhole	2	EA	\$4,900.00	\$9,800.00	\$1,300.00	\$2,600.00	\$2,600.00	\$5,200.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
j.	Drop Connection to Manhole	1	EA	\$11,300.00	\$11,300.00	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
4 Water Distribution Infrastructure															
a.	8" C-900, DR 18 PVC Water Main	4,000	LF	\$32.50	\$130,000.00	\$12.00	\$48,000.00	\$12.00	\$48,000.00	\$40.00	\$160,000.00	\$85.00	\$340,000.00	\$15.00	\$60,000.00
b.	6" Hydrant Lead	50	LF	\$42.11	\$2,105.50	\$30.00	\$1,500.00	\$100.00	\$5,000.00	\$17.50	\$875.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00
c.	3-Way Fire Hydrant	10	EA	\$3,250.00	\$32,500.00	\$3,350.00	\$33,500.00	\$3,300.00	\$33,000.00	\$4,500.00	\$45,000.00	\$4,500.00	\$45,000.00	\$2,200.00	\$22,000.00
d.	8" Gate Valve with Box	13	EA	\$1,640.00	\$21,320.00	\$1,300.00	\$16,900.00	\$1,800.00	\$23,400.00	\$3,500.00	\$45,500.00	\$3,500.00	\$45,500.00	\$1,200.00	\$15,600.00
e.	6" Gate Valve with Box	10	EA	\$1,072.00	\$10,720.00	\$1,050.00	\$10,500.00	\$1,350.00	\$13,500.00	\$2,500.00	\$25,000.00	\$2,500.00	\$25,000.00	\$900.00	\$9,000.00
f.	8" x8" Tapping Sleeve with Valve and Box	2	EA	\$4,650.00	\$9,300.00	\$3,500.00	\$7,000.00	\$5,200.00	\$10,400.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$3,500.00	\$7,000.00
g.	Ductile Iron Fittings	2,000	LBS	\$5.95	\$11,900.00	\$3.00	\$6,000.00	\$5.00	\$10,000.00	\$7.50	\$15,000.00	\$3.00	\$3,000.00	\$3.00	\$3,000.00
h.	Connection to Existing Gate Valve	1	EA	\$2,450.00	\$2,450.00	\$300.00	\$300.00	\$2,500.00	\$2,500.00	\$625.00	\$625.00	\$568.36	\$568.36	\$568.36	\$568.36
i.	Connection to Existing Water Main	1	EA	\$2,450.00	\$2,450.00	\$300.00	\$300.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
j.	Remove and Replace 18" RCP	6	LF	\$816.00	\$4,896.00	\$50.00	\$300.00	\$200.00	\$1,200.00	\$175.00	\$1,050.00	\$25.00	\$150.00	\$25.00	\$150.00
k.	Remove and Replace 36" RCP	35	LF	\$275.00	\$9,625.00	\$70.00	\$2,450.00	\$190.00	\$6,650.00	\$260.00	\$9,100.00	\$35.00	\$1,225.00	\$35.00	\$1,225.00
l.	Remove and Replace Flared End Section	1	EA	\$3,750.00	\$3,750.00	\$400.00	\$400.00	\$3,500.00	\$3,500.00	\$595.00	\$595.00	\$250.00	\$250.00	\$250.00	\$250.00
5 Allowances															
a.	Owner's Allowance	N/A	N/A		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00
TOTAL BASE BID					\$596,417.70		\$315,870.00		\$561,730.00		\$787,745.00		\$276,000.00		\$276,000.00

Burke B. Murphy III
 GWES, LLC

Bid Review

- Perry Parkway Water and Sewer Extension
- Project No. 033.28.1.19
- Bid Date: 7/23/20 @ 10:30 AM
- 18 Contractors were solicited for participation in the bid. 10 Companies purchased plans & Contract Docs for bidding; 9 Companies attended the mandatory Pre-bid mtg.; 5 Bids received
- TMT - Apparent Low Bidder
- Contract Base Bid \$276,000.00; No bid alternates
 - Major bid items leading to apparent low: 8" PVC gravity sewer pipe at all depths, Traffic Control and Mobilization.

Recommend Award Base Bid in amount of \$276,000.00

- Surety: Philadelphia Indemnity (NAIC #18058) listed as authorized in GA in Treasury Circular 570 (Copy in File).
- Recommendation/Reference checks on file - OK

Terrell Taylor

Contact:

(478) 808-6355

tmtutilities@gmail.com

TMT Utilities, LLC

9928 GA Hwy 42 S

Fort Valley, GA 31030

Steve Belcher
7/24/20

A RESOLUTION APPROVING AN AMENDMENT TO GAS SUPPLY CONTRACT AND SUPPLEMENTAL CONTRACT (GAS PORTFOLIO PROJECT) EACH BETWEEN THE GAS AUTHORITY AND CITY OF PERRY, GEORGIA (THE "CITY"), AND FOR OTHER PURPOSES

WHEREAS, the 1987 Session of the General Assembly of the State of Georgia adopted the Municipal Gas Authority of Georgia Act (Ga. Laws 1987, p. 745 *et seq.* (codified at O.C.G.A Sections 46-4-80 through 46-4-125)), as amended (the "Act"), creating the Municipal Gas Authority of Georgia (the "Gas Authority"), providing for its organization and purposes and authorizing it to contract with certain political subdivisions for the provision of an adequate and dependable wholesale supply of gas to meet the needs of the gas distribution systems of such political subdivisions; and

WHEREAS, the City has studied and reviewed its opportunity to enter into an Amendment to the Gas Supply Contract (the "Amendment") with the Gas Authority, substantially similar to amendments entered into with other Gas Authority members, providing for the extension of the term of the Gas Supply Contract related to Gas Authority's obligation to furnish the City with its gas supply requirements and for the City's obligation to pay for such gas supplies; and

WHEREAS, the City has also studied and reviewed its opportunity to contract with the Gas Authority for additional gas supplies, and to that end, the City and the Gas Authority have caused to be prepared a certain Supplement Contract (Gas Portfolio V Project) (the "Supplemental Contract," and together with the Amendment, the "Contracts"); and

WHEREAS, the Gas Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups; and

WHEREAS, the Members control the Gas Authority and its policies through the Board of the Gas Authority, which is composed of Member representatives, and through the Gas Supply Contracts, and the Members intend to collectively share allocable portions of all risks and rewards of the Gas Authority's operations pursuant to such contracts, and the Contracts will necessarily be relied upon by the other Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Gas Authority and the Members effected thereby; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRY, GEORGIA, in a meeting duly assembled, and it is hereby resolved by authority thereof, as follows:

Section 1. The City hereby finds and determines that it is in its best interest to contract with the Gas Authority, and the City hereby declares its intention to so contract with the Gas Authority for the purchase of its gas supply.

Section 2. The City hereby approves and authorizes the execution and delivery of the Contracts in substantially the form of the drafts of the Contracts attached to this Resolution as Exhibit "A" and Exhibit "B", respectively, and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the Mayor's discretion, with advice of counsel. The Contracts will each be executed by the Mayor, attested by the Clerk, and will have the City's seal affixed thereto, and will be delivered to the Gas Authority, and when so executed and delivered, will be binding upon the City in accordance with their respective terms. Execution of the Contracts as authorized herein will be conclusive evidence of the City's approval thereof. The City directs Jointly Owned Natural Gas to execute the Contracts.

Section 3. In the adoption of this Resolution, the City hereby recognizes that this action will be relied upon by other political subdivisions that own and operate gas distribution systems and that adopt similar ordinances or resolutions in furtherance of the organization of the Gas Authority under the Act, and that the City is also relying upon the adoption of such ordinances and resolutions by such other political subdivisions.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

So resolved this ____ day of August, 2020.

CITY OF PERRY, GEORGIA

By: _____
RANDALL WALKER, MAYOR

(CITY SEAL)

Attest: _____
ANNIE WARREN, CITY CLERK

Exhibit "A"

[Attach Amendment to Gas Supply Contract]

Exhibit "B"

[Attach Supplemental Contract (Gas Portfolio V)]

A RESOLUTION OF THE CITY OF PERRY, GEORGIA (THE "CITY"), AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY AND THE PERRY PUBLIC FACILITIES AUTHORITY (THE "AUTHORITY") TO SECURE PAYMENT OF THE AUTHORITY'S REVENUE BONDS, SERIES 2020, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$_____, FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) ADDITIONS AND IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY OF PERRY, GEORGIA, AND (II) ACQUISITION AND CONSTRUCTION OF A CITY MUNICIPAL COURT BUILDING; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT RELATING TO SUCH BONDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Perry, Georgia (the "City"), has requested that the Perry Public Facilities Authority (the "Authority") issue its PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2020 (the "Series 2020 Bonds") to provide funds to finance (i) certain additions and improvements to the water and sewer system of the City, (ii) the acquisition and renovation of the Houston County Government Building (the Old Courthouse) for use as a City Municipal Court Building (collectively, the "Projects"), and (iii) to pay certain costs of issuing the Series 2020 Bonds, all in accordance with the plans and specifications on file with the City and which by this reference thereto are incorporated herein and made a part hereof as fully as if set forth herein in their entirety; and

WHEREAS, the Series 2020 Bonds will be secured under the provisions of an intergovernmental contract (the "Intergovernmental Contract") between the Authority and the City, pursuant to which the City will agree to pay amounts sufficient to pay the principal of and interest on the Series 2020 Bonds, together with any fees or charges in connection therewith, and pursuant to which the Authority may pledge for the payment of the Series 2020 Bonds all contractual payments to be derived from the Intergovernmental Contract, together with such other funds or proceeds as may be established by the Bond Resolution (hereinafter defined) and the Intergovernmental Contract; and

WHEREAS, [on] [as of] _____, 2020, the Authority adopted a bond resolution (the "Bond Resolution"), which authorizes the issuance of the Series 2020 Bonds and the final principal amounts, maturities, interest rates, and redemption provisions of the Bonds; and

WHEREAS, the Authority and the City have negotiated the sale of the Series 2020 Bonds to Raymond James & Associates, Inc., Atlanta, Georgia, (the "Underwriter"), in accordance with the provisions of a Bond Purchase Agreement (the "Bond Purchase Agreement"), the execution of which must be authorized by the City; and

WHEREAS, in order to enhance the marketability of the Bonds, it is necessary that the City allocate to the Authority a portion of the City's qualified small issuer exemption under § 265(b)(3) of the Internal Revenue Code, as amended; and

WHEREAS, it is proper that the City approve (i) the Bond Purchase Agreement, (ii) the Bond Resolution, and (iii) the Intergovernmental Contract.

NOW, THEREFORE, BE IT RESOLVED by the City of Perry, Georgia, as follows:

1. The City hereby approves the Bond Purchase Agreement, a copy of which has been presented to the City at this meeting and considered by the City and which is on file and of record with the City Clerk. The Mayor is authorized to execute and deliver the Bond Purchase Agreement.

2. The Bond Resolution, which is on file and of record with the City Clerk, has been considered by the City, and the issuance of the Bonds in the principal amounts, in the principal maturities, at the interest rates, and the redemption provisions contained therein is hereby approved in all respects.

3. Prior to the execution of the Intergovernmental Contract and such closing papers or other documents relating to the Bonds, the Mayor of the City, with the advice of the City Attorney, may approve any exhibits thereto and such other changes or additions as may be necessary and desirable in such officer's discretion to effect the purposes of this resolution, and the execution of said contract and such closing papers or other documents by the Mayor shall be conclusive evidence of such approval to provide for the issuance of the Series 2020 Bonds in accordance with the Bond Resolution and to fulfill the obligations of the City pursuant to the Intergovernmental Contract.

4. The City, pursuant to § 265(b)(3) of the Internal Revenue Code, as amended (the "Code"), does hereby irrevocably allocate to the Authority such amount of the City's \$ _____ qualified small issuer exemption under § 265(b)(3) of the Code as equals the aggregate par amount of the Bonds when issued; provided, however, said allocation shall only be applied to obligations which qualify as "qualified tax-exempt obligations" pursuant to § 265(b)(3) of the Code. This allocation is for and in consideration of the benefits the City is to be received pursuant to the Intergovernmental Contract. The City hereby certifies that the reasonably anticipated amount of qualified tax-exempt obligations which it will issue during calendar year 2020 will not exceed \$10,000,000.

5. The City Clerk is authorized and directed to furnish a certified copy of this resolution to the Authority with the request that it proceed with such actions as are necessary to issue the Bonds at the earliest possible time.

APPROVED AND ADOPTED this _____, 2020.

CITY OF PERRY, GEORGIA

(S E A L)

By: _____
Mayor

Attest: _____
City Clerk

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Perry, Georgia (the "City"), keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of the Mayor and Council of the City in public meeting assembled on _____, 2020, the original of which resolution has been entered in the official records of said political subdivision under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

City Clerk

**CORONAVIRUS RELIEF FUND (CRF)
TERMS AND CONDITIONS**

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Perry city (pt.)

Street Address

City

State

Zipcode

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

cares@opb.georgia.gov

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

4. Property and Procurement Requirements

3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

5. Audit and Records Requirements

4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt 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 any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

7. Financial Requirements

6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available , up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Jurisdiction: Perry city (pt.)

Advance Amount: \$281,012.85

Total Amount: \$936,709.50

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name:
Title:
Email:
Phone Number:

2. Authorized User Two (Optional)

Name:
Title:
Email:
Phone Number:

[EXHIBITS AND SIGNATURE PAGE FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

EXHIBIT B

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: **Randall Walker**
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:

EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, **Randall Walker** (Print Name), am the **Mayor** (Title) of **Perry city (pt.)** (“County”/“Municipality”) and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.

3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.

6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.

8. I acknowledge that the County/Municipality’s proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:

a. Are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);

b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and

c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: **Randall Walker**
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: Randall Walker
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:


SIGNATURE PAGE



Where Georgia comes together.

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor / Council
FROM: Lee Gilmour,  City Manager
DATE: July 29, 2020
REFERENCE: Health/Dental insurance renewal

Attached is the renewal quote for the City's health/dental insurance coverage. For the first time in several years there is no increase in the administration service costs or the reinsurance rate.



Administrative Solutions, Inc.

CITY OF PERRY 9/1/2020

<u>NUMBER OF PLAN PARTICIPANTS</u>	<u>Medical & Rx</u>		<u>Dental</u>	
	104		129	
Single	54		54	
Family	50		75	
AGGREGATE STOP LOSS				
Aggregate Benefits Includes <u>Medical, Dental & Rx</u>				
	<u>CURRENT</u>		<u>RENEWAL</u>	
Contract Basis Specific			12/15	
Contract Basis Aggregate	12/12		12/12	
Specific Deductible	50,000		50,000	
	<u>EE</u>	<u>FAM</u>	<u>EE</u>	<u>FAM</u>
Specific Premium	\$ 354.18	\$ 865.95	\$ 354.18	\$ 865.95
Aggregate Premium	\$ 34.58	\$ 34.58	\$ 34.58	\$ 34.58
Administrative Fee - Medical	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00
Administrative Fee - Dental	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.75
COBRA/HIPAA	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
PPO	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
Pre-Cert	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
My Ideal Dr	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
Total Fixed Monthly	\$ 421.26	\$ 933.03	\$ 421.26	\$ 933.03
Claims Funding	\$ 747.22	\$ 2,344.60	\$ 725.20	\$ 2,046.44
Total Cost Monthly	\$ 1,168.48	\$ 3,277.63	\$ 1,146.46	\$ 2,979.47
Dental / Vision Claims	\$ 41.72	\$ 82.55	\$ 41.72	\$ 82.55
	<u>MONTHLY COST</u>	<u>ANNUAL COST</u>	<u>MONTHLY COST</u>	<u>ANNUAL COST</u>
Fixed Cost	\$ 69,399.54	\$ 832,794.48	\$ 69,399.54	\$ 832,794.48
Claims Funding - Medical	\$ 157,579.88	\$ 1,890,958.56	\$ 141,482.80	\$ 1,697,793.60
Claims Funding - Dental	\$ 8,444.13	\$ 101,329.56	\$ 8,444.13	\$ 101,329.56
Total Cost	\$ 235,423.55	\$ 2,825,082.60	\$ 219,326.47	\$ 2,631,917.64
LASERED CLAIMANTS:	Claimant #H1- \$300,000	Claimant #G1- \$150,000		
	Claimant #H2- \$250,000	Claimant #T2- \$250,000		
Updated claims experience through 8/31/20				
Above costs do not include printing of the Summary Plan Descriptions or 1099's printing and reporting.				
1099's will be printed and mailed to providers at a cost of \$7 per 1099				