



Where Georgia comes together.

[www.perry-ga.gov](http://www.perry-ga.gov)

---

October 20, 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](https://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. Recognition(s)/ Presentation(s):
  - 4a. Recognition of Ms. Ashley Hardin, CEcD Achievement – Mr. L. Gilmour
  - 4b. Introduction of Police Officer Deborah Taylor – Chief S. Lynn.

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

6. Citizens with Input.

7. Public Hearing: Mayor Randall Walker

The purpose of this Public Hearing is to provide any interested parties with an opportunity to express their views and concerns.

7a. Public Hearing relative to authorizing the sale of alcoholic beverages at 757 Carroll Street – Mr. L. Gilmour.

8. Review of Minutes: Mayor Randall Walker

8a. Council's Consideration – Minutes of the October 5, 2020 work session, October 6, 2020 pre council meeting, and October 6, 2020 council meeting.

9. Old Business: Mayor Randall Walker

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

1. **Second Reading** of an ordinance for the rezoning of property from PUD, Planned Unit Development, to R-3, Multi-family Residential District. The property location is Perry Parkway and Moss Oaks Road; Tax Map No. oP0340 037000 - Mr. B. Wood.

10. Any Other Old Business:
  - 10a. Mayor Randall Walker
  - 10b. Council Members
  - 10c. City Attorney Brooke Newby
  - 10d. City Manager Lee Gilmour
  - 10e. Assistant City Manager Robert Smith
  
11. New Business: Mayor Randall Walker
  - 11a. Matters referred from October 19, 2020 work session and October 20, 2020 pre council meeting.
  
  - 11b. Authorize the sale of alcoholic beverages at 757 Carroll Street – Mr. L. Gilmour.
  
  - 11c. Ordinance(s) for First Reading(s) and Introduction:
    1. **First Reading** of an ordinance repealing Division 4-Perry Public Arts Commission, of Article 5, Chapter 2 and amending Section 2-252 relative to recommendations for appointment to the Main Street Board - Ms. B. Newby.
  
  - 11d. Resolution(s) for Consideration and Adoption:
    1. Resolution accepting the 2020 Community Development Block Grant (CDBG) Award from the Georgia Department of Community Affairs, approving a Language Access Plan and certain policies and procedures for purposes of administering the CDBG program, and approving a contract for professional services with Grant Specialists of Georgia, Inc. for grant administration – Mr. B. Wood.
  
    2. Resolution amending Perry Fee Schedule – Mr. L. Gilmour.
  
    3. Resolution for Declaration of Official Intent to Reimburse Costs of Acquiring Vehicles and Equipment with Tax Exempt Financing- Ms. B. King.
  
12. Council Members Items:
  
13. Department Heads/Staff Items.
  
14. General Public Items:
  
15. Mayor Items:
  
16. Adjourn.

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



MEMO

To: Mayor & Council

From: Val Sanders, Customer Service Manger

Ref: Alcohol License

Date: 10/05/2020

Application for Alcohol License (Beer/Wine on premises):

757 Carroll  
Perry GA 31069

478-442-8507

Manager: Eric Schultz

cc: Lee Gilmour  
Annie Warren



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

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the work session meeting of the Perry City Council held October 5, at 5:00 p.m.

2. Roll:

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

Elected Officials Absent: None

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

City Departmental Staffing: Chief Lee Parker – Fire and Emergency Services Department, Major William Phelps – Perry Police Department, Brenda King – Director of Administration, Mitchell Worthington – Director of Finance, Bryan Wood – Director of Community Development, Sedrick Swan – Director of Leisure Services, Tabitha Clark – Communications Administrator, Haley Bryant – Main Street Coordinator, Ashley Hardin – Economic Development Administrator, Annie Warren – City Clerk, Fire Marshal Michael Paull – Fire and Emergency Services Department, Ansley Fitzner – Public Works Superintendent, Karen Bycenski – Personnel Manager, Matt White – Personnel Technician and Anya Turpin – Special Events Manager.

Press: Myoshe Howard and Kristin Moriarty – Houston Home Journal

3. Items of Review/Discussion: Mayor Randall Walker

3a. Appearance(s):

1. Discussion of property (203 South Street) donated to the Land Bank – Mr. S. Aydelott. Mr. Aydelott was not present.

3b. Department of Administration

1. Budget Software. Ms. King discussed the current software that the City is using and the upgrade recommended. Administration recommended Council approve the 3- year subscription with Questica. Council concurred to move forward with Administration's recommendation.

3c. Department of Community Development

1. Discussion of the Woodlands/Wind River Street Connection. Mr. Wood discussed the concerns of citizens in the Woodlands subdivision concerning their street shifting from a cul-de-sac to a street with another street intersecting. Administration recommends the street be constructed and open to daily public use. In order to mitigate the homeowners concerns, Administration recommends: 1) Stop signs be placed on all sides of the intersection of Riverton Drive and Rolling Acres Drive, 2) Speed tables be installed on Riverton Drive, 3) Periodic traffic and speed assessments, 4) Block Riverton Drive at the boundary of the Woodlands subdivision and Wind River subdivision if both have new access streets, 5) Should Woodlands subdivision obtain another access street before the Wind River subdivision Riverton Drive would be changed to a one-way street allowing only Wind River access to the Woodlands. Council concurred to move forward with Administration's recommendations.

3d. Department of Public Works

1. Wayfinding Signage. Ms. Fitzner shared with Council staff's recommendation of the fabrication and installation of the following signs: Heritage Park, Perry Welcome Center, Public Works, Community Development, Woodlawn Cemetery, Hafley Park, A.D. Redmond Park and Pine Needle Park. Council concurred to move forward as presented.
2. Authorize bidding for waste transfer station. Mr. Gilmour provided information from GWES Inc. concerning the inert waste transfer station. Administration recommends Council approve proceeding with the final design, bidding and construction of the facility. Council concurred with Administration's recommendation.

3e. Office of the City Manager

1. Employee performance evaluation process. Mr. White discussed the new Employee Performance Evaluation Process.
2. Special Events Update – Ms. A. Turpin
  - a. My Colorful Community – Event Recap. Ms. Turpin stated that My Colorful Community was a great event and 300 artist kits were handed out.
  - b. Grub Crawl Recap & discuss Changed to Upcoming October Event. Ms. Turpin reported the Grub Crawl will be taking place again on October 23, 2020 and there would be 13 locations.
  - c. Halloweeletka. Ms. Turpin advised that Halloweeletka would be October 30 – November 1, 2020 at Rotary Centennial Park from dawn to dusk. Ms. Turpin also stated that Yoga in the Park wants different classes taught at Heritage Oaks Park.



3. Changes in Budget Billing. Mr. Gilmour discussed the City of Perry budget billing. Staff request changing the current budget billing process from a “Fixed Average” updated once per year to a “Moving Average” payment potentially adjusted monthly. This change will help alleviate large variances that may occur at the end of each year. Council concurred with staff’s recommendation.

4. Review of organizations – Mr. L. Gilmour

a. Perry Public Arts Commission. Mr. Gilmour advised Administration recommends the Commission be eliminated. Council concurred to eliminate the Commission.

b. Perry Main Street Advisory Board. Administration recommends: 1) Change of board representation, primarily individuals who have special interest in Perry’s downtown district, 2) Board members should be required to actively participate in Georgia Main Street trainings at least one per year, 3) Each board member should be required a minimum amount of volunteer hours; at least a minimum of 10 per year, 4) Board members should actively be attending/participating in Main Street or City Sponsored Events and Activities, and 5) Board members should have to acquire training for basic design and operational standards, including but not limited to strategic planning, downtown design, downtown development, organization and promotion. Council concurred to move forward with Administration’s recommendations.

5. Authorize professional service agreements – Mr. L. Gilmour

a. Designs services. Administration discussed the design services. Administration recommends proceeding with the JMA proposal. Council concurred to move forward with JMA proposal.

b. Engineering services. Administration discussed the Engineering Proposal Fee for South Langston Extension. Council concurred to move forward with the engineering proposal fee for South Langston Extension.

3f. Perry Police Department

1. Update relative to Stonegate Trail speeding. Major Phelps provided stats on a radar speed detection sign. Administration recommended Council purchase one radar sign. Council concurred to purchase one radar speed detection sign.

3g. Department of Leisure Services

1. Athletic facilities rental fees. Mr. Swan discussed the metal detectors guidelines and proposed athletic facilities rental fees. Council concurred to move forward with the metal detectors guidelines and proposed athletic facilities rental fees.

4. Other Business / Supplemental Agenda: Mayor Randall Walker

4a. Office of the City Attorney

1. Discussion of Westwood Mobile Home Parking paving requirements.

Ms. Newby discussed the Westwood Mobile Home Park paving requirements. Administration recommended to Council that the developer needs to follow the original judgement. This item will be added to October 6, 2020 Agenda.

5. Council Member Items:

Council Members Hunt, Peterson and Bynum-Grace had no reports.

Mayor Pro-Tempore King – Inquired about the entrance into Creekwood Park. Mr. Gilmour advised it is still in negotiation with property owners.

Council Member Jones –

- Stonegate Trail Follow up
- Thanked Perry Police Department for virtual training

Council Member Albritton – Inquired about email from Homegrown Yoga.

Mr. Gilmour and Ms. Newby had no reports.

6. Department Head/Staff Items:

Ms. King, Mr. Worthington, Ms. Warren, Mr. Wood, Ms. Clark, Ms. Fitzner had no reports.

Major Phelps thanked Mayor Walker and Council Member Jones for meeting with officers at Police Department.

Chief Parker reported October is Fire Prevention Month.

Mr. Swan

- Leisure Services is working toward getting CFAPRA Accredited.
- Finalist for 2 Awards for GRPA
- Traffic Park is great attraction

Ms. Bryant – The Best of the Best Awards for Macon Telegraph came out and 24 of those awards went to Downtown Perry.

Ms. Hardin – Downtown Development Authority closed on first internal revolving funding program.



Mayor Walker –

- Pre-Council Meeting October 6 at 5:00 pm
- Council Meeting October 6, at 6:00 pm

7. Adjourn: There being no further business to come before Council in the work session held on October 5, 2020 Council Member Jones motioned to adjourn the meeting at 6:57pm. Council Member Hunt seconded the motion and it carried unanimously.

**MINUTES**  
**PRE COUNCIL MEETING**  
**OF THE PERRY CITY COUNCIL**  
**October 6, 2020**  
**5:00 P.M.**

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the pre council meeting held October 6, 2020 at 5:00 p.m.

2. Roll.

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

Elected Officials Absent: None

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

City Staff: Chief Steve Lynn – Perry Police Department, Brenda King – Director of Administration, Mitchell Worthington – Director of Finance, Bryan Wood – Director of Community Development, Ashley Hardin – Economic Development Administrator, Chief Lee Parker – Fire and Emergency Services Department, Ansley Fitzner – Public Works Superintendent, Tabitha Clark – Communications Administrator, Annie Warren – City Clerk, and Fire Marshall Michael Paull – Fire and Emergency Services Department

Media: Myoshe Howard - Houston Home Journal

3. Items of Review/Discussion: Mayor Randall Walker

3a. Discussion of October 6, 2020 council meeting agenda.

7(a). Public Hearing: SUSE-83-2020, Bryant Engineering request Special Exception for Multi-family residential development The property is located at 100 Ashley Drive (Perimeter Road), Tax Map No. 0P0390 004000 and 0P0390 017000. Mr. Wood reviewed the request for Special Exception for Multi-family residential development. Staff recommended approval of Special Exception for Multi-family residential development with the following conditions – Conform to the layout presented on the site plan prepared by Bryant Engineering, the residential building shall not exceed three stories in height, at least 30% of the exterior façade of each building shall be brick or stone with the remainder consisting of cement-based material with garages being clad with 100% cement-based material and to have a fence installed on the property along with the Perry Housing Property the entire boundary of the existing building plus 20 feet.

7 (b). RZNE-127-2020. Applicant, Bryant Engineering request the rezoning of the property from PUD, Planned Unit Development District, to R-3, Multi-family residential district. The property is located in Perry Parkway and Moss Oaks Road; Tax Map No. 0P0340 037000. Mr. Wood reviewed the request for rezoning of the property from PUD, Planned Unit Development District, to R-3, Multi-family residential district. Staff recommended approval of the request to change the zoning of the property from PUD to R-3 with the remaining portion of PUD-zoned property will remain unchanged.

9a. Second Reading of an ordinance repealing the Tree Board, as found in Division 3 Article V, Chapter 2. Ms. Newby reminded Council that this would have to be a voice vote.

11d. Resolutions for Consideration and Adoption to amend the City of Perry Fee Schedule. Mr. Gilmour stated the fee schedule to adjust the fees to charge to pay for a customer's broken water meter register for the second and subsequent damage events and the additional charge for totter customers for extra services.

11e. Request to restore a position. Mr. Gilmour stated that a firefighter position was suspended due to funding relative to COVID-19, but the funding is now available, and recommend reestablishing the position.

11f. Westwood Mobile Home Park paving requirements. Ms. Newby reviewed with Mayor and Council the Westwood Mobile Home Park paving requirements of 20 feet relative to parking. Ms. Newby stated the new property owners are bringing the property in compliance with the agreement with the City in exchange forgoing money owed in Judgement.

After discussion relative to speed bumps being installed on the private property and the Fire Department being able to access the private property in case of emergencies, the City Manager stated that the property owners will be notified that speed bumps can hinder the response time for emergency personnel.

4. Council Member items:

No items from Council Members Bynum-Grace, Jones, Hunt, and Mayor Pro-Tempore King.

Mr. Gilmour gave an update to Mayor and Council relative to request from Homegrown Yoga. Alternate locations have been given to the renters; the Homegrown Yoga instructor has not taken advantage of alternate locations. The renters have a question relative to the prorated of rental due to COVID-19. Ms. Newby stated that in the signed lease agreements all renters were made aware that no rent would be prorated.

Mr. Gilmour is asking for feedback from the Mayor and Council relative to the naming of the Community Development building located at 741 Main Street. The suggested

naming of the building is “Perry Development Center.” Mr. Wood stated he would also turn in any suggested names to the City Manager.

5. Adjournment: There being no further business to come before Council in the pre council meeting held October 6, 2020, Mayor Pro-Tempore King motioned to adjourn the meeting at 5:45 p.m. Council Member Albritton seconded the motion and it carried unanimously.

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

2. Roll.

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

Elected Officials Absent: None

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

City Staff: Chief Steve Lynn – Perry Police Department, Brenda King – Director of Administration, Mitchell Worthington – Director of Finance, Bryan Wood – Director of Community Development, Ashley Hardin – Economic Development Administrator, Chief Lee Parker – Fire and Emergency Services Department, Ansley Fitzner – Public Works Superintendent, Tabitha Clark – Communications Administrator, Annie Warren – City Clerk, Fire Marshall Michael Paull – Fire and Emergency Services Department, Cody Gunn – Chief Building Official and Ken Ezell – Perry Police Department.

Guest(s): Perry Area Convention and Visitors Bureau – Ms. Allison Hamsley and Ms. Becky Wilson. Mr. Chad Bryant – Bryant Engineering and Robin Jackson.

Media: Myoshe Howard - Houston Home Journal

3. Invocation and Pledge of Allegiance to the Flag:

Council Member Robert Jones rendered the invocation and Council Member Darryl Albritton led the pledge of allegiance to the flag.

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

- a) Introduction of Chief Building Official, Cody Gunn. Mr. Bryan Wood was introduced to Mayor and Council, Mr. Cody Gunn the new Chief Building Official. Mayor and Council welcomed Mr. Cody Gunn.

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

Perry Convention and Visitors Bureau – Ms. Allison Hamsley updated Council on the launch of the Visit Perry Tourism reimbursement Grant program. The Census Bureau people stayed in Perry 23 nights and provided them material on things to do in Perry. Their focus is marketing and advertising that Perry is the place to visit for low key outdoor leisure activities.

Ms. Becky Wilson spoke to the Mayor and Council about Visit Perry is participating in the US Travel Associations campaign titles “Let’s Go There” and is currently participating in a study with the University of Georgia.

6. Citizens with Input: None.

7. PUBLIC HEARING CALLED TO ORDER AT 6:09 p.m.: Mayor Randall Walker called to order a public hearing at 6:09 p.m. to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-36-22.

7a. SUSE-83-2020. Applicant, Chad Bryant, Bryant Engineering, request a Special Exception for Multi-family residential development. The property is located at 100 Ashley Drive (Perimeter Road); Tax Map No. 0P0390 004000 and 0P0390 017000.

Staff Report: Mr. Wood reviewed the request for Special Exception for Multi-family residential development. Staff recommended approval of Special Exception for Multi-family residential development with the following conditions – Conform to the layout presented on the site plan prepared by Bryant Engineering, the residential building shall not exceed three stories in height, at least 30% of the exterior façade of each building shall be brick or stone with the remainder consisting of cement-based material with garages being clad with 100% cement-based material and to have a fence installed on the property along with the Perry Housing Property the entire boundary of the existing building plus 20 feet extra.

Public Input: Mayor Walker called for any public input for or against the petition.

For: Chad Bryant, 906 Ball Street, Bryant Engineering stated that he was in favor of the Special Exception request. He had questions about the fence along with the Housing Authority Property but will get with Mr. Bryan Wood to get further directions.

Against: None

7b. RZNE-127-2020. Applicant, Bryant Engineering request the rezoning of the property from PUD, Planned Unit Development District, to R-3, Multi-family residential district. The property is located on Perry Parkway and Moss Oaks Road; Tax Map No. 0P0340 037000.

Staff Report: Mr. Wood reviewed the request for rezoning of the property from

PUD, Planned Unit Development District, to R-3, Multi-family residential district. Staff recommended approval of the request to change the zoning of the property from PUD to R-3 with the remaining portion of PUD-zoned property will remain unchanged.

Public Input: Mayor Walker called for any public input for or against the petition.

For: Mr. Chad Bryant, 906 Ball Street, Bryant Engineering stated he agreed with the recommendation.

Against: None

Public Hearing Closed at 6:25 p.m. Mayor Walker closed the hearing at 6:25 p.m.

8. Review of Minutes: Mayor Randall Walker

- 8a. Council's Consideration – Minutes of the September 14, 2020 work session, September 15, 2020, pre-council meeting, and September 15, 2020 council meeting.

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

9. Old Business: Mayor Randall Walker

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

1. **Second Reading** of an ordinance repealing the Tree Board, as found in Division 3 Article V, Chapter 2. – Ms. Newby reminded Council that this would have to be a voice vote.

Adopted Ordinance No. 2020-24 for the repealing the Tree Board, as found in the Division 3 Article V, Chapter 2. Council Member Jones motioned to adopt the motion as submitted; Council Member Hunt seconded the motion and it carried unanimously. All Council Members voted by saying "I" in agreement for approving the ordinance. (*Ordinance 2020-24 has been entered into the City's official book of record.*)

10. Old Business: Mayor Randall Walker

- 10a. Mayor Pro Tempore Randall Walker – none  
10b. Council Members - none  
10c. City Manager Lee Gilmour - none  
10d. City Attorney – none  
10e. Assistance City Manager Robert Smith – absent.



11. New Business: Mayor Randall Walker

11a. Matters referred from October 5, 2020 work session and October 6, 2020 pre council meeting. None.

11b. Special Exception Application – 83-2020. Mr. B. Wood.

Mr. Wood reviewed Special Exception Application-83-2020 with the conditions - Conform to the layout presented on the site plan prepared by Bryant Engineering, the residential building shall not exceed three stories in height, at least 30% of the exterior façade of each building shall be brick or stone with the remainder consisting of cement-based material with garages being clad with 100% cement-based material and to have a fence installed on the property along with the Perry Housing Property the entire boundary of the existing building plus 20 feet extra. Mayor Pro Tempore King motioned to approve the Special Exception application 83-2020 with the conditions as outlined. Council Member Jones seconded the motion and it carried unanimously.

11c. Ordinance(s) for First Reading(s) and Introduction.

1. **First Reading** of an ordinance the rezoning of property from PUD, Planned Unit Development, to R-3, Multi-family residential district. The property location is Perry Parkway and Moss Oaks Road; Tax Map 0PO340 037000 -Mr. B. Wood. *(No action required by Council.)*

11d. Resolutions for Consideration and Adoption. Mr. L. Gilmour

1. Adopted Resolution 2020-62 to amend the City of Perry Fee Schedule. Mr. Gilmour stated the fee schedule to adjust the fees to charge to pay for a customer's broken water meter register for the second and subsequent damage events and the additional charge for totter customers for extra services. Mayor Pro Tempore King moved to approve Resolution 2020-62; Council Member Albritton seconded the motion and it carried unanimously. *(Resolution 2020-62 has been entered into the City's official book of record.)*

11e. Request to restore a position. Mr. Gilmour stated that a firefighter position was suspended due to funding relative to COVID-19, but the funding is now available, and recommend reestablishing the position. Administration recommends approval to restore the position. Council Member Jones motioned to restore the firefighter position. Mayor Pro Tempore King seconded the motion and it carried unanimously.

11f. Westwood Mobile Home Park paving requirements. Ms. Newby reviewed with Mayor and Council the Westwood Mobile Home Park paving requirements of 20 feet.

Mayor Pro Tempore King motioned to approve the paving requirements of 20 feet for Westwood Mobile Home Park. Council Member Bynum-Grace seconded the motion and it carried unanimously.

12. Council Member Items.

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

Council Member Peterson commended Main Street organization in getting the merchant meeting attendance increased.

13. Department Heads/Staff Items:

Mr. Gilmour, Ms. B. Newby, Ms. King, Mr. Worthington, Chief Lynn, Mr. Gunn, and Ms. Warren had no reports.

Mr. Wood

- The deadline for Census is October 31, 2020, has been extended, and noted that 66% of citizens have completed their Census online.
- 368 permits for new single-family have been issued, will break last year's record.

Chief Parker

- Thanked Mayor and Council for reestablishing the firefighter position.

Ms. Clark

- The City's Facebook page has over 10,000 followers.

Ms. Hardin

- Sandler Nonwoven will be having a job fair on October 22, 2020, at the Art Center, they are looking to hire 30 new employees. Ms. Hardin will be working with them on the job fair.

14. General Public Items:

Mr. Robin Jackson, 1102 Lovely Lane, stated during last tropical storm, the old ball field on James Street flooded. Mr. Jackson also asked for the City to speak to the School Board about the grass on the old ball field being cut. Mayor Walker stated he would investigate both issues.

15. Mayor Items:

- October 19, 2020 Work session meeting
- October 20, 2020, Pre council and Council meeting

16. Executive Session entered at 6:40 p.m.: On the motion by Mayor Pro Tempore King, seconded by Council Member Albritton and carried unanimously, Council went into Executive Session for the purpose of real estate and personnel.

17. Executive Session adjourned at 7:31 p.m.: Council adjourned the executive session held on October 6, 2020 and reconvened into the Council's regular meeting.
18. Adopted Resolution No. 2020-63 stating the purpose of the executive session held on October 6, 2020, was for real estate and personnel. On a motion by Council Member Jones and seconded by Council Member Peterson and carried unanimously adopted a resolution stating the purpose of the executive session held on October 6, 2020, was to discuss real estate and personnel. No action was taken. (*Resolution No. 2020-63 has been entered in the City's official book of record.*)
19. Adjournment: There being no further business to come before Council in the regular council meeting held October 6, 2020, Council Member Bynum-Grace motioned to adjourn the meeting at 7:32 p.m. Council Member Albritton seconded the motion and it carried unanimously.



Where Georgia comes together.

## **STAFF REPORT**

September 11, 2020

**CASE NUMBER:** RZNE-127-2020  
**APPLICANT:** Bryant Engineering  
**REQUEST:** Rezone from PUD, Planned Unit Development District, to R-3, Multi-family Residential District  
**LOCATION:** Perry Parkway and Moss Oaks Road; Tax Map No. 0P0340 037000 (portion)

### **ADJACENT ZONING/LANDUSES:**

**Subject Parcel:** PUD; undeveloped (planned for multi-family and senior housing)  
**North:** RAG, Residential-Agricultural District (County); single-family residential  
**South:** PUD; Remainder of PUD planned for single-family residential  
**East:** RAG (County); farmland/undeveloped  
**West:** RAG (County); farmland/undeveloped

**BACKGROUND INFORMATION:** The subject property consists of 68.46 acres of the Preserve at Agricultural Village (Perry Preserve) PUD approved in the mid-2000's. A portion of the subject property (36.06 acres) was approved for "Multi-family"; the remaining portion (32.4 acres) was approved for "Adult Living".

The applicant requests the zoning of the subject property be removed from the PUD and changed to R-3, Multi-family Residential District.

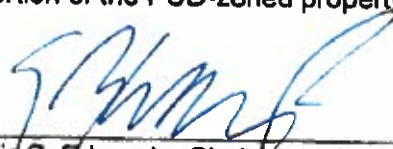
### **STANDARDS GOVERNING ZONE CHANGES:**

- 1. The suitability of the subject property for the zoned purposes.** The subject property is suitable for the residential uses allowed under the current PUD zoning.
- 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.** Representatives of the property owner have asked about developing single-family residential lots in the area zoned for multi-family uses. The PUD does not allow single-family lots without rezoning. Market conditions may have changed since the original PUD approval, causing development of multi-family uses to be infeasible.
- 5. Whether the subject property has a reasonable economic use as currently zoned.** The property can be developed as currently zoned. Although market conditions may make multi-family and adult living uses infeasible.

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 properties have never been developed.**
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 existing uses on surrounding properties are either single-family residential uses or farmland. The R-3 classification will allow uses which are currently allowed by the PUD but also allow lower density single-family uses, which are more compatible to surrounding uses.**
8. **Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property. The proposed R-3 zoning classification will allow similar uses and densities as allowed under the currently zoning. However, lower density single-family development would be allowed in R-3**
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 portions of the subject property adjacent to Perry Parkway as 'Gateway Corridor'. The remaining portion of the property is identified as "Agricultural Area". Suggested development patterns in "Gateway Corridor" include "homes, shops, small businesses, and institutions grouped in attractive mixed-use centers". Suggested development patterns in "Agricultural areas" include clustering development to preserve open space, large lots to reduce density, and protecting sensitive resources.**
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 uses allowed in the proposed R-3 zoning classification will have an impact on community facilities similar to or less than the impacts caused by 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. Market conditions have likely cause the development of multi-family and adult living uses to be infeasible on this property at this time.**

**STAFF RECOMMENDATION:** Staff believes the R-3 zoning classification is an appropriate designation of this property, and therefore, recommends approval of the application with the understanding that the remaining portion of the PUD-zoned property will remain unchanged.

**PLANNING COMMISSION RECOMMENDATION:** The Planning Commission recommends approval of the request to change the zoning of the property from PUD to R-3, Multi-Family Residential District. The remaining portion of the PUD-zoned property will remain unchanged.

  
 \_\_\_\_\_  
 Eric Z. Edwards, Chairman of the Planning Commission

9/16/20  
 \_\_\_\_\_  
 Date





Approx. Area for Rezoning

HICKS DR

PERRY PKWY

W. AMHERST ST

WATTS DR  
MEADOW CT

PERRY PKWY

HAY BALE WAY

SLO CIR

PERRY PKWY

MARSHVILLE RD

MOSS OAKS RD

MARSHVILLE RD

MOSS OAKS RD

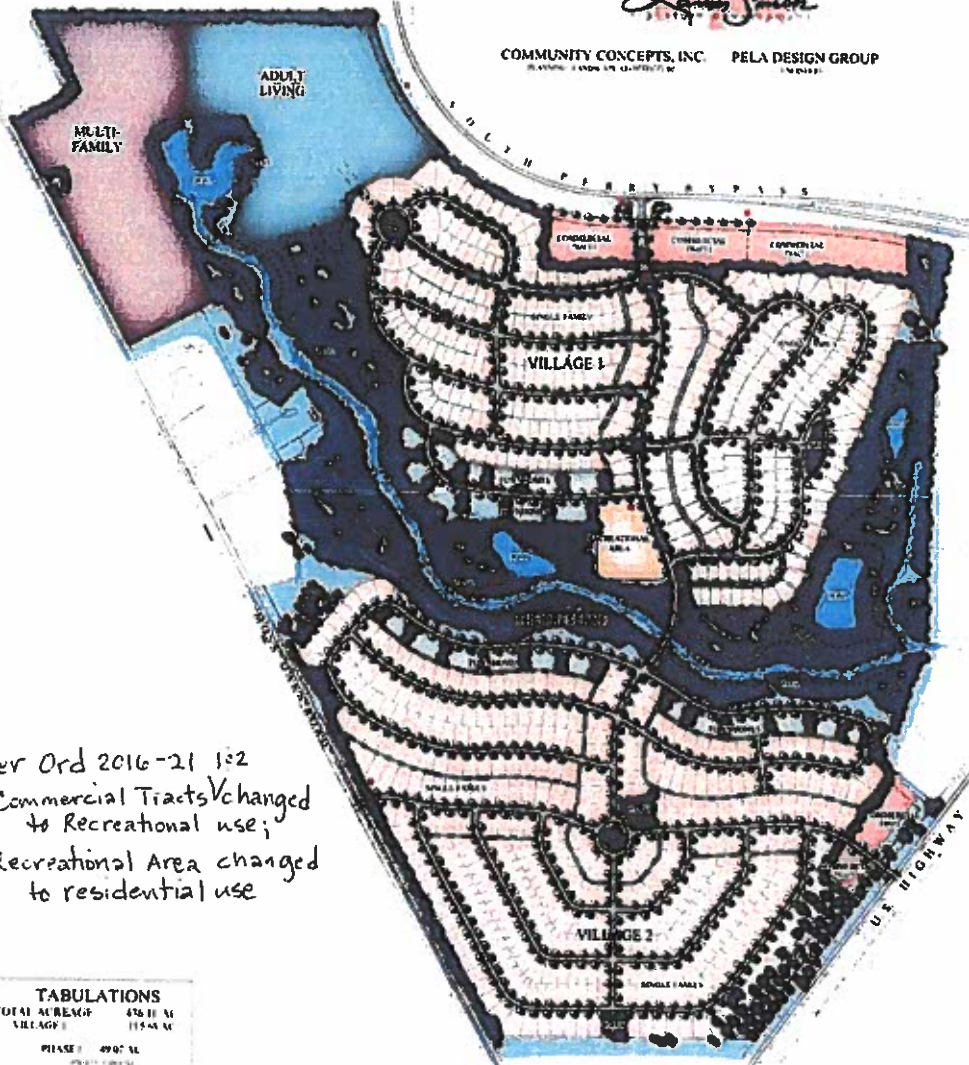




ILLUSTRATIVE MASTER PLAN  
**PERRY PRESERVE**  
PERRY, GEORGIA

*Levon Smith*  
ARCHITECT

COMMUNITY CONCEPTS, INC. PELA DESIGN GROUP  
PLANNING LANDSCAPE ARCHITECTURE



Per Ord 2016-21 102  
Commercial Tracts changed  
to Recreational use;  
Recreational Area changed  
to residential use

TABULATIONS	
TOTAL ACRES/SP	478.00 AC
PHASE 1	49.00 AC
PHASE 2	36.00 AC
PHASE 3	36.00 AC
VILLAGE 2	26.00 AC
ADULT LIVING	29.33 AC
MULTI-FAMILY	10.67 AC
COMMERCIAL	10.67 AC
RECREATION AREA	1.00 AC
GREENSPACE	118.54 AC
OPEN SPACE	20.00 AC



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE AT OWNERS DISCRETION





Where Georgia comes together.

Application # \_\_\_\_\_

### Application for Rezoning

Contact Community Development (478) 988-2720

#### Applicant/Owner Information

\*Indicates Required Field

	Applicant	Property Owner
*Name	Bryant Engineering (Chad Bryant)	Perry Capital, LLC (Ethan Loudermilk)
*Title	President	Manager
*Address	901 Ball Street Perry GA 31069	309 East Paces Ferry Road Suite 1200 Atlanta GA
*Phone	478-224-7070	404-233-8164
*Email	Lindsay.Bryant@engllc.com	rloudermilk@loudermilk-co.com 31030

#### Property Information

*Street Address or Location	South Perry Parkway + MWS Oak Road
*Tax Map #(s)	A portion of AP0340 037000
*Legal Description	<p>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;</p> <p>B. Provide a survey plat of the property and/or a proposed site plan;</p> <p>C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.</p>

#### Request

*Current Zoning District	PUR	*Proposed Zoning District	R-3
*Please describe the existing and proposed use of the property			
Existing use is farmland. Proposed use is residential R-3			

#### 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 - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
  - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
  - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- 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
*Property Owner/Authorized Agent <i>[Signature]</i>	*Date 8/19/20

**Standards for Granting a Rezoning** (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 7/17/20

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

August 18, 2020

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

**Subject: Application for Rezoning  
66 Acres The Preserve at Agricultural Village  
06117-001**

Dear Mr. Wood,

Please see attached application and plat for rezoning for approximately 66 acre tract located between South Perry Parkway and Moss Oaks Road. Below is the Standards for Granting a Rezoning (Page 2 of application).

1. No Covenants are currently in place for this portion of the property
2. Properties surrounding the tract are mostly farmland. To the west are some larger tract residential lots and to the east is the existing subdivision The Preserve at Agricultural Village which my clients own..
3. The property has historically been used as farmland. The current zoning allows for high density residential within a PUD. However, the existing PUD for this area is not specific enough to know what was intended. No site plan for this area was ever submitted under the current PUD.
4. The property will remain residential use as currently zoned. The density of the property will remain relatively the same.
5. The property will remain residential use as currently zoned. The density of the property will remain relatively the same.
6. The current zoning of the property allows for less than standard requirements within current zoning classifications
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.
9. The proposed zoning is like kind with its current zoning and meets similar lot sizes in neighboring subdivision.





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

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

Casey Graham, P.E.  
Perry Branch Manager

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. This is part of a planned development and therefore, sewer and water services have already been taken into account in existing infrastructure. 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, appearing to read 'Chad R. Bryant'.

Chad Bryant, P.E.  
President  
Bryant Engineering





  
 Doc ID: 014633520003 Type: GLA  
 Recorded: 02/17/2017 at 11:19:43 AM  
 Fee Amt: \$1,864.00 Page 1 of 3  
 Transfer Tax: \$1,650.00  
 Houston, Ga. Clerk Superior Court  
 Carolyn V. Sullivan Clerk  
**3K 7423 PG 70-72**

Space Above This Line for Recorder's Use

**After recording, please return to:**  
 Stanley, Esrey & Buckley, LLP *SP66*  
 1230 Peachtree Street, Suite 2400  
 Atlanta, Georgia 30309  
 Attn: R. Bailey Teague, Jr.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**LIMITED WARRANTY DEED**

**THIS INDENTURE** is made this 24<sup>th</sup> day of January, 2017, to be effective as of August 11, 2016, by and between **PERRY CAPITAL, LLC**, a Georgia limited liability company, hereinafter called "Grantor", and **PERRY PRESERVE, LLC**, a Georgia limited liability company, hereinafter called "Grantee". The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural.

**WITNESSETH:**

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has contributed, granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does contribute, grant, bargain, sell, alien, convey and confirm unto Grantee, and the successors, legal representatives and assigns of Grantee, all those tracts or parcels of land lying and being in Houston County, Georgia, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

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

**THIS CONVEYANCE** and the warranties herein contained are expressly made subject all liens, encumbrances, restrictions and other matters of record.

**GRANTOR SHALL WARRANT** and forever defend the right and title to said tract or parcel of land unto Grantee, and the successors, legal representatives and assigns of Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor, acting by and through its duly authorized representative, has executed and sealed this indenture, and delivered this indenture to Grantee, all the day and year first above written

Signed, sealed and delivered in the presence of:

C. Beswen  
Unofficial Witness

Sandra A. Burleson  
Notary Public

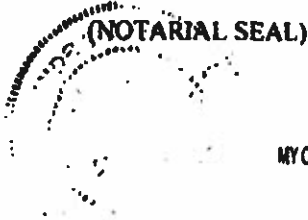
My Commission Expires:

October 12, 2017

**GRANTOR:**

**PERRY CAPITAL, L.L.C.**,  
a Georgia limited liability company

By: [Signature] (SEAL)  
Name: Robert C. Loudermilk, Jr.  
Title: Manager



SAUNDRA A. BURLESON  
NOTARY PUBLIC  
CHEROKEE COUNTY, GEORGIA  
MY COMMISSION EXPIRES OCTOBER 12, 2017



**EXHIBIT "A"**

Legal Description

**PARCEL NO. 1:**

All that tract or parcel of land situate, lying and being in Land Lot 319 of the 13<sup>th</sup> Land District and Land Lots 47, 48, 49 and 50 of the 14<sup>th</sup> Land District of Houston County, Georgia and comprising 429.613 acres, more or less, and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey prepared by Theodore Waddle, Jr., dated February 9, 2006 and recorded in Plat Book 66, Pages 112-113, Clerk's Office, Houston Superior Court. Said plat of survey and the recorded copy thereof are made a part of this description by reference thereto for all purposes.

**LESS AND EXCEPT:** 153.514 acres as described in that certain Warranty Deed from Green Way Developers, Inc. to Donald E. Free, Jr. dated August 26, 2011 and recorded in Deed Book 5609, Pages 252-253, Clerk's Office, Houston Superior Court; and also described in that certain Quit Claim Deed of Partial Release between First Southern National Bank and Green Way Developers, Inc. dated August 26, 2011 and recorded in Deed Book 5642, Pages 194-195, said Clerk's Office.

**ALSO LESS AND EXCEPT:** All that tract or parcel of land situate, lying and being in Land Lots 47, 48 and 49 of the 14<sup>th</sup> Land District of Houston County, Georgia, and being known and designated as TRACT "A", comprising 55.41 acres, and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey prepared by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated July 27, 2016 and recorded in Plat Book 78, Page 133, Clerk's Office, Houston Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto.

**PARCEL NO. 2:**

All that tract or parcel of land situate, lying and being in Land Lots 47, 48 and 49 of the 14<sup>th</sup> Land District of Houston County, Georgia, and being known and designated as TRACT "A", comprising 55.41 acres, and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey prepared by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated July 27, 2016 and recorded in Plat Book 78, Page 133, Clerk's Office, Houston Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto.

All of the above described property being presently known and designated by the Houston County Tax Assessor's Office as PARCEL NUMBER P34-37, comprising 276.10 acres.

**RESOLUTION ACCEPTING THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AWARD FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, APPROVING A LANGUAGE ACCESS PLAN AND CERTAIN POLICIES AND PROCEDURES FOR PURPOSES OF ADMINISTERING THE CDBG PROGRAM, AND APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH GRANT SPECIALISTS OF GEORGIA, INC. FOR GRANT ADMINISTRATION**

**WHEREAS**, the City of Perry, Georgia has been awarded a Community Development Block Grant from the Georgia Department of Community Affairs; and

**WHEREAS**, the Community Development Block Grant is for the purpose of assisting low and moderate income persons with their housing needs; and

**WHEREAS**, a Language Access Plan has been prepared for the City of Perry for purposes of administering the 2020 Community Development Block Grant; and

**WHEREAS**, certain Policies and Procedures have been prepared by the proposed Grant Administrator for the City of Perry for the purpose of administering the 2020 Community Development Block Grant; and

**WHEREAS**, Grant Specialists of Georgia, Inc. proposes to serve as the Grant Administrator for the 2020 CDBG Grant and has proposed a contract for professional services;

**NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED**, by the Council of the City of Perry that the 2020 CDBG Award, No. 20h-x-076-2, is hereby approved and accepted;

**BE IT FURTHER RESOLVED** that the Language Access Plan and the Policies and Procedures for the purposes of administering the 2020 City of Perry Community Development Block Grant Program, are approved. Copies of said Language Access Plan and Policies and Procedures are attached hereto as Exhibits “A” and “B,” respectively.

**BE IT FURTHER RESOLVED** that the contract for professional services with Grant Specialists of Georgia, Inc., a copy of which is attached hereto as Exhibit “C”, is hereby approved.

So RESOLVED this \_\_\_\_\_ day of October, 2020.

**CITY OF PERRY, GEORGIA**

By: \_\_\_\_\_  
RANDALL WALKER, MAYOR

Attest: \_\_\_\_\_  
ANNIE WARREN, CITY CLERK

[CITY SEAL]

# Exhibit A

## **City of Perry 2020 CDBG Program LANGUAGE ACCESS PLAN (LAP)**

**Grantee: City of Perry  
CDBG Grant Number: 20h-x-076-2-  
Target Areas: Creekwood Drive, King Blvd and Winchester Circle  
in the City of Perry, Ga.**

**Prepared by: Sherry Kurtz, Grant Administrator  
Grant Specialists of Georgia, Inc.  
(229) 942-4424  
[georgiagrantspecialists@yahoo.com](mailto:georgiagrantspecialists@yahoo.com)**

### **Table of Contents**

I.	Introduction	Page 1
II.	Meaningful Access:Four Factor Analysis	Page 2
III.	Language Assistance	Page 4
IV.	Staff Training	Page 5
V.	Translation of Documents	Page 6
VI.	Monitoring and Updating Plan	Page 6
VII.	Dissemination of Perry's LEP Plan	Page 7
VIII.	Records	Page 7
IX.	Complaints and Appeals	Page 7

## **I. Introduction**

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

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

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

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

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

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

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

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

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

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

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

## **II. Meaningful Access: Four Factor Analysis**

**The Four- Factors are as follows:**

### **Factor 1:**

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

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

Total Population > 5 years old – 14,481

Total LEP Population > 5 years old - 248

Percent LEP            1.7%

### **Factor 2:**

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

The City of Perry staff reviewed the frequency with which City Council, office staff and maintenance staff have, or could have, contact with LEP persons. This includes documenting

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

A review of the current 2020 CDBG target area shows a 96.4% African American population with all target area residents speaking English as their primary language.

Frequency of Interaction: Annually

For Project Applications/awards:

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

For Homeowner Rehabilitation/Reconstruction:

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

**Factor 3:**

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

The nature of our program is Rehabilitation/Reconstruction of owner's occupied homes. The importance and the impact of our program will benefit our community by advocating affordable housing and offering solutions to quality home improvements without discrimination. Access to services or information would be very important for the LEP individual. There is no geographic concentration of LEP individuals in the City of Perry. The overwhelming majority of the population, 98.3%, speak only English. As a result, there are few social, service, professional and leadership organizations within the City of Perry that focus on outreach to LEP individuals. The City of Perry and staff are most likely to encounter LEP individuals through office visits, phone conversations, notifications from maintenance staff of impacts on services and attendance at Council meetings. There are no LEP individuals in the current 2020 CDBG target area. However, if there is a community of limited English proficient households within any future targeted areas the City will reach out to these households in the language that they speak to ensure that adequate notification is achieved. Upon client request, the City of Perry will provide oral interpreters using bi-lingual employees or qualified contract interpreters.

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

Importance of the Program(s): Denial or delay of access to services or information would not have

serious or life-threatening implications for the LEP individual.

**Factor 4:**

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

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

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

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

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

### **III. Language Assistance**

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

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

**Language Assistance Measures-**Although there is a very low percentage in the City of Perry of LEP individuals, that is, persons who speak English "not well" or "not at all", it will strive to offer the following measures:

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

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

#### **IV. Staff Training**

##### Language Access Coordinator or Contact Person:

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

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

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

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- City staff will be provided with "I Speak" cards to assist in identifying the language interpretation needed if the occasion arises.
- City of Perry staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When the City of Perry sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event it will help identify the need for future events.



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

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

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

## **V. Translation of Documents**

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

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

## **VI. Monitoring and Updating LAP Plan**

### Evaluation and revision process:

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

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

## **VII. Dissemination of Perry's LAP Plan**

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

## **VIII. Records**

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

## **IX. Complaints and Appeals**

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

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

or

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

# **Exhibit B**

City of Perry

Policies & Procedures

2020 Community Development Block Grant

Rehabilitation Activities

October 2020

**TABLE OF CONTENTS**

Introduction.....1  
    Source of funding  
    Identification of target area  
    Goals and objectives  
    Summary of program.....2

Fair Housing Policy.....2  
PURPOSE AND AVAILABILITY OF MINIMUM PROPERTY STANDARDS.....2  
General Property Improvements.....3  
Minimum Standards of Appraisals.....3  
Minimum Qualifications for Appraisers.....3  
Condemnation Policy and Authority.....3  
Appeals Policy and Procedures.....3  
Financial Plan.....3  
Applicant Eligibility Requirements.....3  
Rehabilitation/reconstruction Advisor.....3  
Federal Systematic Alien Verification  
for Entitlements (Save) Program.....4  
Exclusions and Adjustments to Applicants Income.....4  
Reconstruction.....4  
Temporary Relocation Benefits.....4  
Eligible and Ineligible Contractors Requirements.....5  
Ineligible Contractors.....5  
Applicant Contractor Terms and Conditions.....5  
Contingency.....6  
Bidding Policy.....6  
Lead Based Paint Hazard.....6  
Program Definitions.....6  
Changes Waivers and/or Conflicts.....10  
Methodology for Utility Costs.....10  
HISTORIC PRESERVATION COMPLIANCE.....10  
Acquisition Program Procedures.....11  
    General Information Notice  
    Appraisal  
    Owners Determination for Purchase of Property  
    Written Offer to Purchase and Summary Statement  
    Of the Basis for The Determination of Just  
    Compensation  
    Waiver of Just Compensation/Appraisal  
    Closing Statement of Sale  
    Power of Eminent Domain  
    Appeals Policies and Procedures  
    Individual Case File

Housing Rehabilitation Procedures.....12  
    Application for Housing Assistance  
    Determination for Priority Process  
    Applicant Eligibility Requirements  
    Low and Moderate Income Requirements  
    Owner Occupied Property Ownership  
    Property Insurance  
    Paid Property Taxes  
    Work write-up and cost estimate  
    Financing

**TABLE OF CONTENTS (CONTINUED)**

Invitation to bid  
Bid opening  
"Reasonableness" of low bid contractor  
Contracting  
Pre-construction Conference  
Contract Required  
Property owner and contractor disputes  
Inspections  
Progress Payments  
Change Orders  
Executing Close-Out  
Case Files

Housing Reconstruction Procedures.....17

**EXHIBITS**

Project Area Map  
Minimum State Codes  
Owners Selection of Bidding Method and Contractor  
Owner-occupied Repayment Agreements 5, 10 & 15 year  
Income Inclusions and Exclusions  
Real Estate Appraisers Rules & Regulations  
Requirements for notification, Evaluation and Reduction of Lead Based Paint  
Hazards  
Housing Rehabilitation/Reconstruction Contract  
Appeals Policies and Procedures  
Feasibility Test Form  
Income Limits and owner portion requirements  
Rehabilitation Advisors Job Description and Duties  
Federal Systematic Alien Verification for Entitlements (Save) Program  
Historic Preservation (Programmatic Agreement)

## **INTRODUCTION**

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

## **SOURCES OF FUNDING**

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

## **TARGET AREA IDENTIFICATION**

The project activity location is located on Creekwood Drive, King Boulevard and Winchester Circle, in the City of Perry, Georgia.

The project activity location is populated by a total of 111 persons, of these 111 people 102 or 91.9% are of low-moderate income; 107 or 96.4% of the persons in the target area are minority. 36 low-moderate income persons are live in the housing units to be rehabilitated.

There are a total of 46 housing units in the project activity location. Of these 46 units 27 or 58.7% are substandard. The classifications of each of these 46 housing units and occupancy status are as follows:

- a) 18 are standard owner or renter occupied - NO ACTION
- b) 13 are Deteriorated owner occupied - REHABILITATION PROPOSED
- c) 2 are Vacant Dilapidated - CITY CODE ENFORCEMENT/CLEARANCE PROPOSED
- d) 5 are Deteriorated Owner Occupied - NO ACTION
- e) 7 are Deteriorated Renter Occupied - NO ACTION
- f) 1 is Standard Vacant for Sale - NO ACTION

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

## **PROGRAM GOALS AND OBJECTIVES**

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

**OBJECTIVE:** Provide decent, safe, and sanitary housing to Thirty Six (36) low and moderate income persons who do not now occupy such housing.

## **SUMMARY OF PROGRAM**

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

### **OWNER PORTION REQUIREMENTS**

- \* Based on family size, families with gross annual incomes that fall below the poverty level will be required to provide a one time payment of \$500 toward the cost of rehabilitation.
- \* Based on family size, families with gross annual incomes that exceed the poverty level but fall below 50% limits (very low) will be required to provide a one time payment pf \$1250 toward the cost of the rehabilitation.
- \* Based on family size, families with gross annual incomes that exceed 50% limits but fall below the low income limit will be required to provide a one time payment of \$1750 toward the cost of the rehabilitation

### **FAIR HOUSING POLICY**

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

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

### **PURPOSE AND AVAILABILITY OF MINIMUM PROPERTY STANDARDS**

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

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



## **GENERAL PROPERTY IMPROVEMENTS**

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

## **MINIMUM STANDARDS OF APPRAISALS**

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

## **MINIMUM QUALIFICATIONS FOR APPRAISERS**

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

## **CONDEMNATION POLICY AND AUTHORITY**

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

## **APPEALS POLICY AND PROCEDURES**

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

## **FINANCIAL PLAN**

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

## **APPLICANT ELIGIBILITY REQUIREMENTS**

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

## **REHABILITATION/RECONSTRUCTION ADVISOR**

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

## **FEDERAL SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM**

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

## **EXCLUSIONS AND ADJUSTMENTS TO APPLICANTS INCOME**

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

## **RECONSTRUCTION**

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

## **TEMPORARY RELOCATION BENEFITS**

### **Owner Occupied Units:**

Generally, under this grant program, temporary relocation will not be offered for owner occupied housing units. However, if there is a special case where a family may not have someone to live with or may not be able to afford a temporary place to live while construction is underway, the Grant Administrator may allow temporary relocation. If temporary relocation is deemed necessary, this would only be allowed for the reconstruction activity or lead based paint activities.

### **Rental Rehabilitation Units:**

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

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

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

#### **ELIGIBLE/INELIGIBLE CONTRACTOR REQUIREMENTS**

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

#### **INELIGIBLE CONTRACTORS**

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

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

10. Conviction of a crime in connection with any contract work, or connection with payment, or receipt of funds from ANY state or federally funded program.

#### **APPLICANTS - CONTRACTORS TERMS AND CONDITIONS**

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

#### **CONTINGENCY**

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

#### **BIDDING POLICY**

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

#### **Lead Based Paint Hazard Removal**

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

#### **PROGRAM DEFINITIONS**

The following are definitions of terms for this program:

AFTER REHAB APPRAISAL: The highest price a property will bring after rehabilitation if exposed for sale on the open market, allowing a reasonable time to find a buyer who buys with knowledge of all uses for which the property is capable of being used or adapted. The value must reflect the consideration of the neighborhood upgrading expected as a result of the rehabilitation program.

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

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

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

DECENT SAFE AND SANITARY DWELLING: A dwelling which meets applicable housing and occupancy codes. Any of the following standards which are not met by an applicable code shall apply, unless waived for good cause by the federal agency funding the program. The dwelling shall:

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

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

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

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

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

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

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

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

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

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

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

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

INCOME: INCLUSIONS, REPORTING, VERIFICATION AND EXCLUSIONS:

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

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

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

- g) Applicants who are self employed shall be required to submit tax returns for the past 2 years;
- h) When computing gross family income for the purpose of determining "low/mod" eligibility for benefits and deferred payment loans, medical expenses for long-term illnesses can be deducted from gross family income.

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

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

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

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

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

(See Exhibit B)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **CHANGES WAIVERS AND/OR CONFLICTS**

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

The right to waive minimum property standards shall be retained by the project administrator acting on behalf of the City Council, providing such a waiver will not diminish marketability of the property when long standing local acceptance is evident or the architecture of the structure makes compliance infeasible.

#### **METHODOLOGY FOR UTILITY COSTS**

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

#### **HISTORIC PRESERVATION COMPLIANCE**

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



## **ACQUISITION PROGRAM PROCEDURES, if applicable**

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

Determine the property to be acquired;

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

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

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

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

Written Offer to Purchase And Summary Statement Of The Basis For The Determination Of Just Compensation: This notice will be provided to the owner. This notice must include a description and location identification of the real property and the interest in the real property to be acquired. Also included will be the identification of all buildings, structures or other improvements to be acquired. Obtaining evidence of the owner's receipt of this document as well as the date of receipt shall constitute "INITIATION OF NEGOTIATIONS".

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

Should the owner disagree with the offer, they may present materials to the City which they believe are relevant in determining the value of the property and suggest modifications in the proposed terms. After review of said

documents, if the City of Perry and Grant Specialists of Georgia, Inc., believe that the owners offer is warranted, Grant Specialists of Georgia, Inc. will reestablish "Just Compensation" and offer that amount to the owner in writing.

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

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

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

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

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

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

## **HOUSING REHABILITATION PROCEDURES**

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

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

### **1. Application for Housing Assistance**

#### **A. Determine of Priority Process:**

Application will be accepted on a "first come first serve" basis. Applicants submitting incomplete applications will be notified of the

discrepancies and applications will be returned to the applicant for completion.

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

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

## B. Appeals Policies and Procedures

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

## 2. Applicant Eligibility Requirements

### A. Low and Moderate Income Requirements:

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

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

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

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

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

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

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

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

### **3. Initial Inspection**

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

### **4. Reconstruction**

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

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

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

### **5. Preparing the Work Write-Up and Cost Estimate**

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

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

### **6. Financing**

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

- \* Based on family size, families with gross annual incomes that fall below the 30% limit (poverty) level will be required to provide a onetime payment of \$500 towards the cost of rehabilitation.
- \* Based on family size, families with gross annual incomes that exceed the 30% (poverty) level but fall below 50% limits (very low) will be required to provide a onetime payment of \$1,250 towards the cost of the rehabilitation.

- \* Based on family size, families with gross annual incomes that exceed 50% limits but fall below the 80% (low income) limit will be required to provide a onetime payment of \$1,750 towards the cost of the rehabilitation.
- \* The owner of the duplex rental units will pay the required 50% of the construction cost.

## **7. Invitation to Bid**

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

## **8. The Bid Opening**

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

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

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

## **9. Determination of "Reasonableness" of Low Bid:**

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

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

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

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

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

c. Disputes Between the Property Owner and the Contractor:

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

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

**10. Inspection:**

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

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

**11. Progress Payments:**

A progress payment will be made available to the contractor after eighty percent (80%) of the scheduled work has been completed. During unusual cases, such as hardship, a contractor may request a progress payment, however, a minimum of fifty percent (50%) of the work scheduled must be completed. The determination of a progress payment before the 80%

completion point will be that of the Rehab Advisor with the Homeowners concurrence. No more than Four payments will be made to the contractor.

## **12. Change Orders**

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

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

## **13. Executing Close-Out**

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

## **14. Individual Case File**

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

## **RECONSTRUCTION PROCEDURES**

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

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



# Exhibit C

## CONTRACT FOR PROFESSIONAL SERVICES

This contract made this \_\_\_\_\_ Day of \_\_\_\_\_ 2020 by and between Grant Specialists of Georgia, Inc. (Hereinafter called the Grant Administrator) and the City of Perry (Hereinafter called the Local Government).

Whereas, the Local Government intends to engage the firm Grant Specialists of Georgia, Inc. to render certain technical and administrative services by assisting the Local Government to implement and carry out its Community Development Block Grant Program 2020 CDBG #20h-x-076-2-.

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

### **ARTICLE 1: Scope of Services**

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

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

### **ARTICLE II: Local Government Responsibilities**

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

- 1) Provide space at the Local Government, when necessary, for personnel assigned to carry

out duties under this contract.

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

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

### **ARTICLE III: Grant Administrator's Responsibilities**

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

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

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

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

#### **ARTICLE IV: Payment of Services**

The Grant Administrator will perform all administrative services for the sum of \$ 52,399.00. This fee shall be payable upon receipt of invoices. Final payment shall be due upon completion of the entire project. (These funds will be provided through the individual line item number pertaining to General Administration) The term of this contract will be from the date of formal award or Grant Period provided by the Georgia Department of Community Affairs.

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

Lead-based Paint Testing. The Grant Administrator will provide lead-based paint testing services as required for all housing units built before 1978. Fees will be charged based on size and scope of work for each unit.

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

#### **ARTICLE V: Termination of Agreement**

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

#### **ARTICLE VI: Contract**

THE EXECUTED CONTRACT DOCUMENTS shall consist of the following:

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

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

**THIS CONTRACT** accepted and executed in two originals this \_\_\_\_\_ day of \_\_\_\_\_, 2020:

**City of Perry as part of ALocal Government@**

**BY:** \_\_\_\_\_  
**Qualifying Official**

**ATTEST:** \_\_\_\_\_  
**City Clerk**

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

**BY:** \_\_\_\_\_  
**President, Owner**

**ATTEST:** \_\_\_\_\_

## **ASECTION 3" CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968**

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

## **EEO CLAUSE**

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but is not limited to the following: Employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the said labor union or workers= representative of the Contractor=s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor shall comply with all provisions of the Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for the purpose of investigation to ascertain compliance with such rules, regulations and orders.

### **Implementation Schedule of Activities**

<b>Activity</b>	<b>Initiate</b>		<b>Completion</b>	
Award of Funds	N/A		October	2020
Environmental Process	Completed			
Development of Policies and Procedures	October	2020	October	2020
Housing Application Process	October	2020	January	2022
Housing Rehabilitation Process	December	2020	July	2022
Close-out Process	August	2022	September	2022

**A RESOLUTION TO AMEND  
THE CITY OF PERRY FEE  
SCHEDULE**

**WHEREAS**, the Council agreed to add rental programs;

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

Section 1: C. Miscellaneous Revenue, 1. Rental Income c. Creekwood Park is amended by adding:

- 3. Football field
  - Day \$20.40/hour/day
  - Night \$30.60/hour/day
  - Tournament deposit \$240.00/event

Section 2: C. Miscellaneous Revenues, 1 Rental Income add:

- E. Barbara Calhoun Park
  - 1. Tennis Courts
    - Day
    - 2 courts \$200/day
    - 4 courts \$400/day
    - Tournament deposit \$240.00 per event

SO RESOLVED THIS \_\_\_\_\_ DAY OF OCTOBER 2020.

CITY OF PERRY

By:

\_\_\_\_\_  
RANDALL WALKER, MAYOR

City Seal

Attest:

\_\_\_\_\_  
ANNIE WARREN, CITY CLERK



**RESOLUTION FOR DECLARATION OF OFFICIAL INTENT TO REIMBURSE COSTS OF ACQUIRING VEHICLES AND EQUIPMENT WITH TAX-EXEMPT FINANCING**

WHEREAS, the City of Perry (the "Issuer") plans to acquire and/or equip (Pickup Trucks (9) SUV Patrol Vehicles (8), Side by side with trailer (2), Knuckleboom Loader (1), and Van (3); and Virtual Training System (1).

WHEREAS, the Mayor and Council (the "Governing Body") desires to declare its official intent to reimburse costs of the Equipment through the use of a lease-purchase or other financing mechanism to provide such reimbursement,

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body hereby declares pursuant to Treasury Regulations Section 1.150-2 its official intent to reimburse the costs of the Equipment through the use of a lease-purchase or other obligations for the purpose of paying or reimbursing costs of the Project up to approximately \$700,000.

BE IT FURTHER RESOLVED, that a copy of this Resolution be placed in the official records of actions of the Governing Body.

ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CERTIFICATE OF ADOPTION**

The undersigned hereby certifies that the foregoing resolution was duly adopted at a meeting called and held by the Governing Body on the date set forth in the foregoing, at which a quorum was present and acting throughout, and that said resolution has not been repealed, and is in full force and effect, and copy of which is contained in the official records of the Governing Body in my control.

---

Randall Walker, Mayor

---

Annie Warren, City Clerk  
City of Perry GA