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June 21, 2022

**COUNCIL AGENDA**  
PERRY EVENTS CENTER  
1121 MACON ROAD, PERRY, GA 31069

6:00 PM

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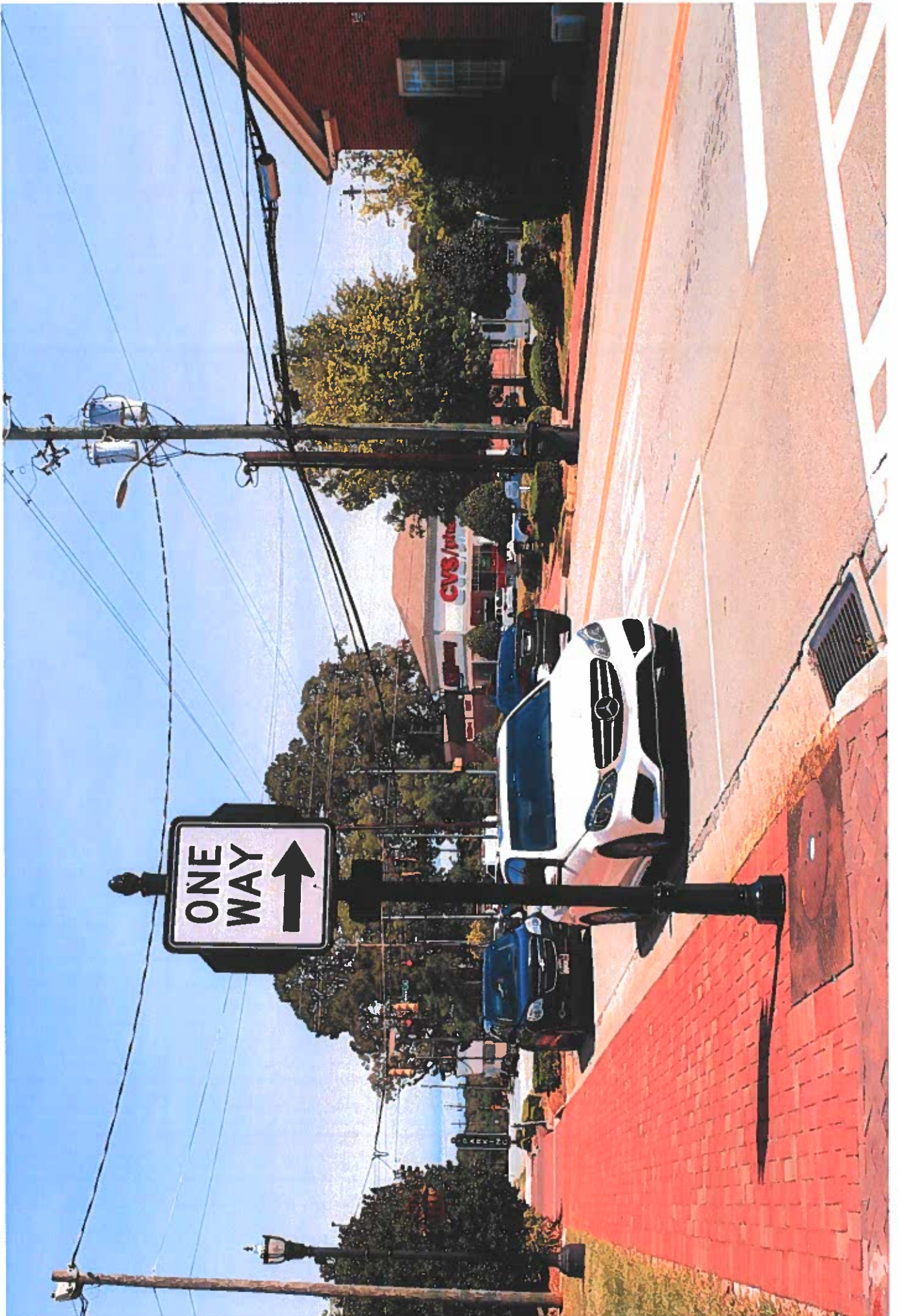
**To join the meeting by Facebook:** Use this URL - [facebook.com/cityofperryga](https://facebook.com/cityofperryga)  
This will allow you to view and hear the meeting.

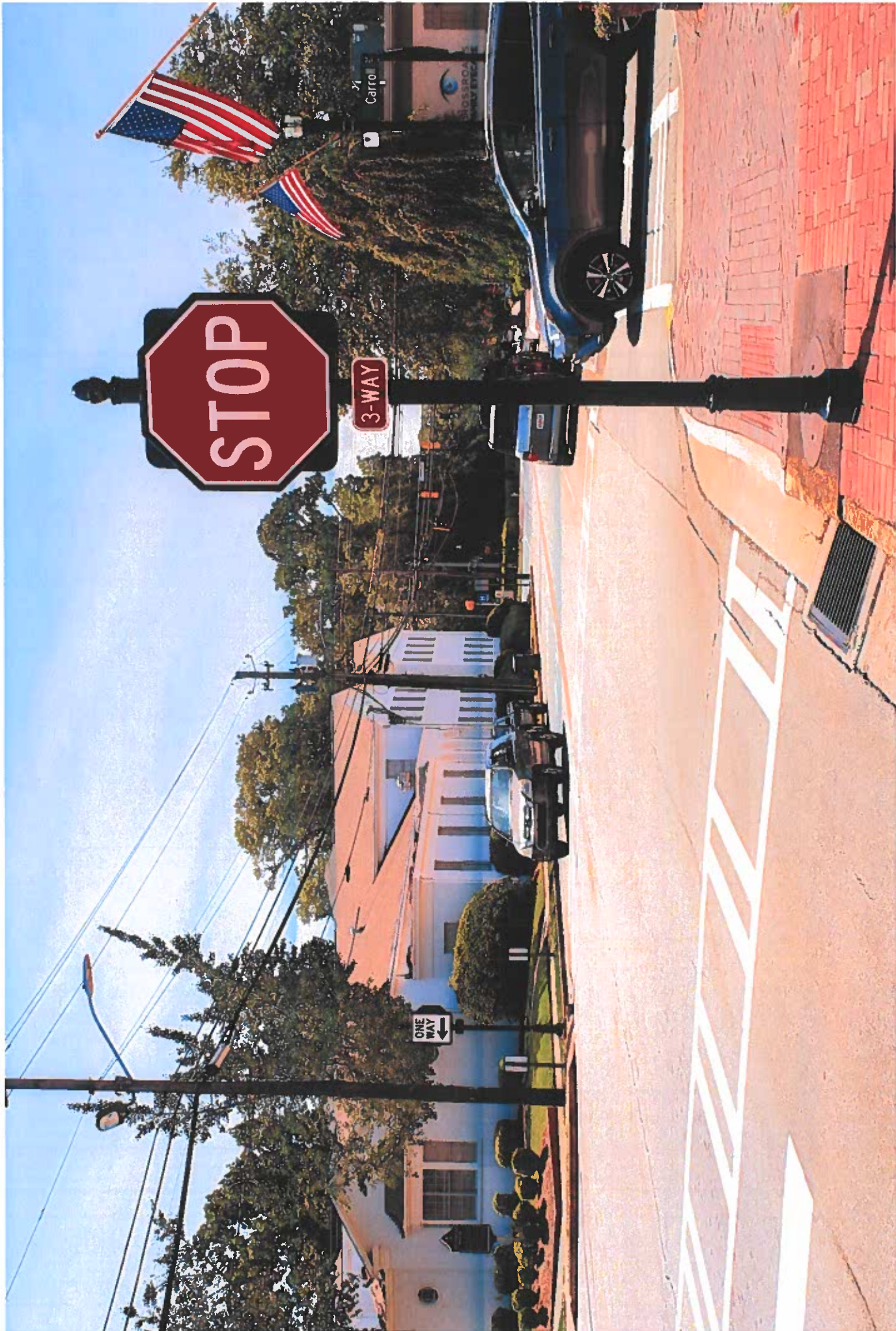
1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll.
3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker
4. Recognition(s) / Presentation(s): Mayor Randall Walker
  - 4a. Recognition of Randy Christian – Mr. L. Gilmour.
  - 4b. Introduction of new hires: Kayla Neesmith, Joshua Williamson, Matthew Salter, Diana Luong, and Maxwell Webster - Chief S. Lynn.
  - 4c. BRAG event:
    1. Recap of event – Ms. A. Hartley.
    2. Hotel/tourism information – Ms. B. Wilson.
5. Appointments: Mayor Randall Walker
  - 5a. Appointments to the Perry Industrial Building Authority – Mr. L. Gilmour.
6. Citizens with Input.
  - 6a. Ms. Lexi Martin, Junior League of Perry, request to put up library boxes.
  - 6b. Matters not on the agenda
7. Review of Minutes: Mayor Randall Walker
  - 7a. Council's Consideration – Minutes of the June 6, 2022 work session, June 7, 2022 pre council meeting and June 7, 2022 council meeting. *(Council Member Albritton was absent from the June 6 and June 7, 2022 meetings.)*
8. Old Business: Mayor Randall Walker
  - 8a. Ordinances for Second Reading(s) and Adoption:

1. **Second Reading** of an ordinance to rezone property from M-2, General Industrial to C-2, General Commercial. The property is located at 1829 Macon Road; Tax Map No. oPo400 009000 – Mr. B. Wood.
  2. **Second Reading** of an ordinance to rezone property from R-AG, Residential Agricultural District to PUD, Planned Unit Development. The property is located at 1824 Houston Lake Road and 1904 Hwy 127; Tax Map No. oPo490 062000 and oPo490 061000 – Mr. B. Wood.
  3. **Second Reading** of an ordinance to amend Sections 3-2.2, 4-1.2, 4-3.1, 5-1.1, 5-1.2, 5-2.1, and 5-5 of the LMO relative to Townhouse Districts and Development Standards - Mr. B. Wood.
  4. **Second Reading** of an ordinance adopting the FY 2023 Operating Budget for the City of Perry – Mr. L. Gilmour.
9. **Any Other Old Business:**
- 9a. Mayor Randall Walker
  - 9b. Council Members
  - 9c. City Attorney Brooke Newby
  - 9d. City Manager Lee Gilmour
  - 9e. Assistant City Manager Robert Smith
10. **Community Partner(s) Update(s):**
11. **New Business:** Mayor Randall Walker
- 11a. **Matters referred from June 21, 2022 pre council meeting.**
  - 11b. **Ordinance(s) for First Reading(s) and Introduction:**
    1. **First Reading** of an ordinance for a Broadband Ready Community – Ms. B. Newby. *(No action required by Council)*
  - 11c. **Resolution(s) for Consideration and Adoption:**
    1. Resolution declaring certain assets surplus - Mr. M. Worthington.
    2. Resolution naming certain city facilities – Mr. L. Gilmour.
    3. Resolution amending the City of Perry Fee Schedule – Mr. L. Gilmour.
    4. Resolution to amend the City of Perry Position Classification Plan – Mr. L. Gilmour.
    5. Resolution of Intent – Ms. B. King.
    6. Resolution to abate a Public Nuisance relative to 901.5 Jernigan Street –

Ms. B. Newby.

7. Resolution to abate a Public Nuisance relative to 705 Ash Street – Ms. B. Newby.
8. Resolution to abate a Public Nuisance relative to 1412 Carroll Alley – Ms. B. Newby.
9. Resolution accepting donation of property from New Haven (HOA) – Ms. B. Newby.
10. Resolution accepting donation of property from Tritt Construction, Co. – Ms. B. Newby.
- 11d. Approval of 2022 CHIP grant agreement with DCA and all required documents – Ms. H. Wharton.
- 11e. Acquisition of replacement administrative vehicle – Mr. M. Worthington.
- 11f. New city hall approval of Solutionz contract – Mr. R. Smith.
- 11g. Approval of the Non-Exclusive Easement for Telecommunications, Video and/or Broadband Facilities for Hargray Communications as part of the Main Street Realignment project – Ms. B. Newby.
12. Council Members Items:
13. Department Heads/Staff Items:
14. General Public Items:
15. Mayor Items:
16. Adjourn.









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Department of Economic Development

To: Lee Gilmour  
Brenda King

From: Ashley Hardin, CEcD

Date: 6/17/2022

Re: Names for Consideration for Perry Industrial Building Authority

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Below are brief bios of two Perry residents who are interested in serving on the Perry Industrial Building Authority. They understand it is an appointment from Mayor & Council and the requirements in place for attendance, should the board be reactivated.

**Keith Wilcots**

Keith Wilcots is from Hot Springs, Arkansas and played football at Arkansas State University where he also served in the fraternity Alpha Phi Alpha, Inc. Keith served in the United States Air Force for four years as a mechanic for the JSTARS at Robins Airforce Base and was honorably separated in 2022. He is currently employed as a project manager/sales for AIOS Group, LLC, an IT company based in Macon.

Keith is a member of the Perry Area Chamber of Commerce and is in the current leadership class. He lives in Perry with his wife Mary and their two children.

**Bob McCullough, AAMS, CEPA**

Bob grew up in San Paulo, Brazil as a son of Baptist missionaries. He is bilingual and speaks fluent Portuguese and maintains dual citizenship of both Brazil and the United States. Bob has worked as a police officer in Trail Creek, Indiana, and for the Paraguay Government Airlines. For the last 24 years, he has operated a business in Perry, Edward Jones Investments. He is an Accredited Asset Management Specialist, Certified Exit Planning Advisor and a level 10 advisor for Edward Jones. Bob is a member of Houston Lake Presbyterian Church where he serves as a deacon. He lives in Perry and has 3 children and 3 grandchildren.

**MINUTES  
WORK SESSION  
OF THE PERRY CITY COUNCIL  
June 6, 2022  
5:00 pm.**

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the work session meeting held on June 6, 2022, at 5:00 pm.

2. Roll:

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

\* Council Member Jones arrived at 5:20pm

Elected Officials Absent: Council Members Darryl Albritton

Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, and Recording Clerk Annie Warren

City Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker – Fire and Emergency Services Department, Brenda King – Director of Administration, Mitchell Worthington - Finance Director, Bryan Wood – Director of Community Development, Ansley Fitzner – Public Works Superintendent, Sedrick Swan – Director of Leisure Services, Amber Garrett – Communications Specialist, and Tabitha Clark – Senior Communications Manager.

Press: William Oliver – Houston Home Journal.

Guest(s): Mr. Don Hall – Perry-Houston County Airport Authority, Ms. Becky Wilson – PACVBA, Mr. Dan Rhodes – 21<sup>st</sup> Century Partnership, and Ms. Wendy Johnson – Perry Chamber of Commerce.

3. Citizens with Input: none

4. Items of Review/Discussion: Mayor Randall Walker

4a. FY 2023 Budget Hearings

1. Perry-Houston County Airport Authority. Mr. Hall provided a brief history of the airport, reviewed the operating budget, and discussed the economic impact of Perry-Houston County Airport. Mayor Walker reported the Perry-Houston County Airport Authority requested \$44,600 for FY 2023 and the recommended budget is \$44,600.
2. Perry Area Convention and Visitors Bureau Authority. Ms. Wilson presented the PACVBA budget and thanked Mayor and Council for their



support. Mayor Walker reported the recommended budget is \$347,000.

3. Perry Area Historical Society. Mayor Walker reported the Perry Area Historical Society requested \$16,600 and the recommended budget is \$16,600. Mayor Walker stated no one is present this evening because of a meeting and Ms. Loudermilk sent a letter of appreciation that is in the packet.
4. 21<sup>st</sup> Century Partnership. Mr. Rhoades provided an update of the activities at the base. Mayor Walker reported 21<sup>st</sup> Century Partnership requested \$14,300 and the recommended budget is \$14,300.
5. Perry Area Chamber of Commerce. Ms. Johnson reported the Chamber is requesting \$15,000 for the Independence Day event and \$8,000 for the Dogwood Festival. Mayor Walker reported the recommended budget will meet the requests.
6. Budget recap. Mr. Gilmour reviewed the amendments to the budget following the May 23, 2022 meeting. Council and staff discussed the amendments.

4b. Follow-up from Council's May 23 meeting.

1. Proposed park for Lake Forest Subdivision. Mr. Gilmour reported there is a lot at the intersection of Dog Fennel Lane and Wild Azalea Drive that could be used for a possible park. The cost estimate for the park is \$52,000. Administration asked for Council's concurrence to contact the HOA to see if it interested in donating the property to the city. If the HOA is not interested in donating the property, Administration recommended not proceeding. If the HOA is interested, then the city will proceed with the planning and Administration will follow up with Council. Council concurred with Administration's recommendation. Administration advised the funding source would be SPLOST 18.
2. Proposed sidewalk in Wooden Eagle Subdivision. Mr. Gilmour recommended Council approve the installation of a sidewalk from Sandefur Road at Boulder Creek Road to Wooden Eagle Trail past the park to the existing sidewalk and Wooden Eagle Trail from Lake Joy Road. The estimated cost for the two sidewalks is \$150,000 - \$160,000 and the funding source is SPLOST 18. Council concurred to move forward with the engineering.
3. Proposed equipment cost for park on Stonegate Trail. Mr. Gilmour reported the cost to outfit the city parcel on Stonegate Trail is \$73,900. The funding source for the park equipment is SPLOST 18. Council concurred to move forward.

4c. Office of the City Manager

1. Proposed naming for various city facilities. Mr. Gilmour recommended the proposed names for city facilities: new wastewater treatment facility – East Perry Wastewater Treatment Facility, Wooden Eagle subdivision park #1 – Wooden Eagle Park, Wooden Eagle subdivision park #2 = Amherst Park, Old county courthouse – City Hall, and City Hall – Administrative building.
2. Health insurance funding update. Mr. Gilmour reviewed a memo that outlined the cost of health insurance to employees and the city.
3. Consider establishing a legacy fund for Evergreen Cemetery. Mr. Gilmour discussed a concept establishing a legacy fund for Evergreen Cemetery. Council concurred to move forward.

5. Council Member Items.

Council Member Bynum-Grace invited everyone to Juneteenth on June 18<sup>th</sup> at Rozar Park.

Council Member Hunt said he is glad Mayor Pro Tempore King is back.

Mr. Gilmour reported Chief Lynn has turned in his retirement notice. Mr. Gilmour asked Council to think about the process to fill to the position.

6. Department Head/Staff Items:

Ms. King reminded Council to update the members of the Industrial Authority.

Chief Lynn provided an update of the BRAG group downtown.

Mayor Walker

- June 21, Pre council and council

7. Adjourn. There being no further business to come before Council in the work session held on June 6, 2022, Council Member Jones motioned to adjourn the meeting at 6:25 pm; Mayor Pro Tempore King seconded the motion, and it carried unanimously.

**MINUTES**  
**PRE COUNCIL MEETING**  
**OF THE PERRY CITY COUNCIL**  
**June 7, 2022**  
**5:00 P.M.**

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the pre council meeting held June 7, 2022 at 5:00 p.m.

2. Roll:

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

Elected Official Absent: Council Member Darryl Albritton

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

Departmental Staffing: Brenda King – Director of Administration, Mitchell Worthington – Finance Director, Bryan Wood – Director of Community Development, Chief Steve Lynn – Police Department, Chief Lee Parker - Fire and Emergency Services Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Holly Wharton – Community Planner, Ashley Hardin – Economic Development Administrator, Amber Garrett – Communications Specialist, and Tabitha Clark – Communications Administrator.

Media: William Oliver – Houston Home Journal

3. Citizens with Input: none

4. Items of Review/Discussion: Mayor Randall Walker

4a. Discussion of June 7, 2022 council meeting agenda.

4a. Introduction of Devin McCracken, PT Logistics Technician. Chief Lynn will introduce Mr. McCracken to Mayor and Council.

4c. Perry Chamber of Commerce's request for the City's support for its Freedom Fireworks event on July 4, 2022. Ms. Sexton will present the request.

4d. New Business Announcement: Ms. Hardin reported Keith and Mary Wilcots will be present tonight, per Council's strategic plan and direction for business recruit, entrepreneurship, and direction, to assist minority owned businesses to announce their new restaurant.

**6a. RZNE-0056-2022.** Ms. Wharton stated the property is just under two acres and zoned M-2. The applicant is requesting C-2. The Planning Commission recommends approval with no conditions.

**6b. SUSE-0057-2022.** Ms. Wharton stated this is a special exception request to allow a multi-family development. The property is located at 200 and 200A Valley Drive. The applicant is proposing to increase the density of the number of units at the site. The proposed overall density is 29.1 units per acres (162 units / 5.57 acres). The Planning Commission recommends approval with the following conditions: 1) The proposed development must meet the requirements for parking, landscaping, and design guidelines as reflected in the Land Management Ordinance, 2) the buildings and site of the proposed development must comply with all applicable building codes, fire codes, and stormwater regulations, 3) maximum density shall not exceed 29.1 units per acre, and 4) Special Exceptions SUSE-0170-2020 and SUSE-0171-2021 are voided.

**6c. RZNE-0058-2022.** Ms. Wharton stated the application is for a PUD, a mixture of commercial and single-family detached and attached residential uses. The design of the PUD reflects a neo-traditional neighborhood like that would be developed under a form-based code. The proposal calls for 45,000 square feet of commercial space in a mixed-use center at the main entrance. A total of 284 residential dwelling units will include 119 rear-loaded townhouse units, 86 front-front loaded single-family detached units, and 79 rear-loaded single-family detached units. The proposed residential density is about 3.3 dwelling units per acre, reserving 32.51 acres as open space. 925 total parking spaces are provided for residential uses and 214 total parking spaces are provided for the commercial center. The Planning Commission recommends approval with the following conditions: 1) The applicant's Zoning Plan shall be the approved PUD Plan for the property, 2) The Zoning Plan shall be revised prior to final approval by the City Council to remove the 20' buffers. These buffer areas shall be incorporated into the adjacent lots, 3) The zoning standards applied to the PUD shall be revised in the following way prior to final approval by City Council: a. Rear setbacks for front-loaded single-family lots 146-161 and lots 215-219 shall be 35 feet, b. Street rights-of-way shall be a minimum of 60 feet wide, c. Street widths shall be at least 20 feet wide for two-way travel lanes and 8 feet for parallel on-street parking spaces, d. Alleys shall have a minimum 20-foot right-of-way and pavement width, and e. Signs shall comply with standards established in the Land Management Ordinance for the C-3, Central Business District, 4) within the open space, the developer shall construct and furnish a pocket park(s) consistent with plans approved by the Planning Commission, 5) ADA-compliant sidewalks shall be installed as indicated on the Zoning Plan, 6) street trees shall be installed as indicated on the Zoning Plan, standards not specifically addressed for the commercial portion of the plan shall comply with C-3 requirements; townhouse areas shall comply with RTH requirements; and single-family residential areas shall comply with R-3 requirements, and 8) the zoning plan shall be revised to address the Brock family's concern along their east property line. Ms. Wharton advised that conditions 2, 3, and 8 have been addressed by the applicant.

6d. TEXT-0049-2022. Mr. Wood stated at Council's request staff went back to look at townhouse standards. Staff researched several communities around the state that had townhouse regulations. The Planning Commission recommended moving forward with establishing a townhouse zoning district: 1) district would only allow townhouses, 2) limit where townhouses can be established, to the townhouse district, to the Downtown Development Overlay District and within PUD. All townhouses will be rear-loaded and no driveways or garages on the front.

6e. Public Hearing for FY 2023 Operating Budget for the City of Perry.  
Mr. Gilmour this is the required public hearing.

8a (1). Second Reading of an amended ordinance to amend Code Section 2-2.2 of the LMO by revising the Public Notice Requirements. Mr. Wood stated this ordinance exempts the city from having to install public notice signs on every parcel that may be part of a city-initiated rezoning but will notify property owners effective by mail for the planning commission informational hearing, council's public hearing and once council makes a final decision.

11d (1). Resolution approving the P-Card credit limit increase and designating persons of power with Synovus Bank. Mr. Worthington stated this resolution does two things: 1) increase organization-wide credit limit from \$150,00 to \$250,000 and 2) designating authorized person(s) of power with Synovus Bank.

11e. Approval of the Purchase and Sale Agreement for 1524 Houston Lake Road. Ms. Newby stated this is consistent with the city's long-term goal of expanding A.D. Redmond Park. This is a Purchase and Sale Agreement with Ronnie Releford and Rudine Releford to purchase 1524 Houston Lake Road for the sum of \$38,000.

12a. Appointment of committee members for the Sports Complex Committee. Mr. Gilmour stated in Council's packets is a list of the recommended members to be appointed to the Sports Complex Committee and recommended Council's approval.

5. Council Member Items:

Council Member Peterson stated she attended Go, Go, Gov and asked if signage could be put up listing boundaries so citizens know they are invited.

6. Department Heads / Staff Items:

Mr. Worthington provided Mayor and Council three financial documents relative to the city's budget.

7. Adjourn: There being no further business to come before Council in the pre council meeting held June 7, 2022, Council Member Jones motioned to adjourn the meeting at 5:35 p.m. Council Member Peterson seconded the motion and it carried unanimously.

**MINUTES**  
**REGULAR MEETING OF THE PERRY CITY COUNCIL**  
**June 7, 2022**  
**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 June 7, 2022 at 6:00 p.m.

2. Roll.

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

Elected Official Absent: Council Member Darryl Albritton

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

Departmental Staffing: Brenda King – Director of Administration, Mitchell Worthington – Finance Director, Bryan Wood – Director of Community Development, Chief Steve Lynn – Police Department, Chief Lee Parker - Fire and Emergency Services Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Holly Wharton – Community Planner, Ashley Hardin – Economic Development Administrator, Amber Garrett – Communications Specialist, and Tabitha Clark – Communications Administrator.

Media: William Oliver – Houston Home Journal

Guest(s)/Speaker(s): Bonnie Sexton – Chamber of Commerce, Darrien Woolfolk, and Ryan Snodgrass

3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker

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

4. Recognition(s) / Presentation(s): Mayor Randall Walker

4a. Introduction of Devin McCracken, PT Logistics Technician – Chief S. Lynn.

Chief Lynn introduced Mr. McCracken to Mayor and Council. Mayor and Council welcomed Mr. McCracken to the City of Perry.

4b. Recognition of Annie Warren for 15 years of service – Mr. L. Gilmour.

Mr. Gilmour recognized Ms. Warren for 15 years of service and presented to her a service pin. Ma. Warren thanked Mayor, Council and Mr. Gilmour.

4c. Special Events Application:

1. Perry Chamber of Commerce's request for the City's support for its Freedom Fireworks event on July 4, 2022 – Ms. B. Sexton.

Ms. Sexton requested city's support from the fire and police departments for the 10<sup>th</sup> Annual Freedom Fireworks event on July 4, 2022. Mayor Pro Tempore King motioned approved the application as submitted, Council Member Jones seconded the motion and it carried unanimously.

4d. New Business Announcement – Ms. A. Hardin  
- Keith and Mary Wilcots

Ms. Hardin introduced Keith and Mary Wilcots who will be opening up a Filipino cuisine restaurant in Perry near the end of September.

5. Citizens with Input.

Darrien Woolfolk, 926 Jeannie Street, provided an update of her travels and thanked staff for the good they do for the city.

6. PUBLIC HEARING CALLED TO ORDER AT 6:15 P.M. Mayor Randall Walker called to order a public hearing at 6:15 p.m. to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-66-4 and 36-81-5.

- 6a. RZNE-0056-2022. Applicant, Curtis D. Harris, request the rezoning of property from M-2, General Industrial to C-2, General Commercial. The property is located at 1829 Macon Road; Tax Map No. 0P0400 009000 – Ms. H. Wharton.

Staff Report: Ms. Wharton reviewed the application and stated the Planning Commission and staff recommends approval of the application with no conditions.

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

For: Mr. Curtis Harris, 104 Turtle Dove Court, spoke in favor of the application.

Against: none

- 6b. SUSE-0057-2022. Applicant, Anjebhai Patel, request a Special Exception to allow multi-family development. The property is located at 200 and 200A Valley Drive; Tax Map No. 0P0380 016000 and 0P0380 077000 – Ms. H. Wharton.

Ms. Wharton reviewed the Special Exception request to allow a multi-family development. The Planning Commission and staff recommends approval with the following conditions: 1) The proposed development must meet the requirements for parking, landscaping, and design guidelines as reflected in the Land Management Ordinance, 2) the buildings and site of the proposed development must comply with all applicable building codes, fire codes, and stormwater regulations, 3) maximum density shall not exceed 29.1 units per acre, and 4) Special Exceptions SUSE-0170-2020 and SUSE-0171-2021 are voided.

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

For: Marc Makwana, 400 Galleria Pkwy, Atlanta, GA, spoke in favor of the application.

Against: none

- 6c. RZNE-0058-2022. Applicant, Wingate Custom Homes, request the rezoning of property from R-AG, Residential Agricultural District to PUD, Planned Unit Development. The property is located at 1824 Houston Lake Road and 1904 Hwy 127; Tax Map No. 0P0490 062000 and 0P0490 061000 – Ms. H. Wharton.

Ms. Wharton reviewed the application and stated the Planning Commission and staff recommends approval with the following conditions: 1) The applicant's Zoning Plan shall be the approved PUD Plan for the property, 2) The Zoning Plan shall be revised prior to final approval by the City Council to remove the 20' buffers. These buffer areas shall be incorporated into the adjacent lots, 3) The zoning standards applied to the PUD shall be revised in the following way prior to final approval by City Council: a. Rear setbacks for front-loaded single-family lots 146-161 and lots 215-219 shall be 35 feet, b. Street rights-of-way shall be a minimum of 60 feet wide, c. Street widths shall be at least 20 feet wide for two-way travel lanes and 8 feet for parallel on-street parking spaces, d. Alleys shall have a minimum 20-foot right-of-way and pavement width, and e. Signs shall comply with standards established in the Land Management Ordinance for the C-3, Central Business District, 4) within the open space, the developer shall construct and furnish a pocket park(s) consistent with plans approved by the Planning Commission, 5) ADA-compliant sidewalks shall be installed as indicated on the Zoning Plan, 6) street trees shall be installed as indicated on the Zoning Plan, standards not specifically addressed for the commercial portion of the plan shall comply with C-3 requirements; townhouse areas shall comply with RTH requirements; and single-family residential areas shall comply with R-3 requirements, and 8) the zoning plan shall be revised to address the Brock family's concern along their east property line. Ms. Wharton advised that conditions 2, 3, and 8 have been addressed by the applicant.



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

For: Alonzo Brock, 1914 Hwy 127, spoke in favor of the application.

Ryan Snodgrass, 1447 Peachtree Steet, Atlanta, GA, spoke in favor of the application.

Against: none

- 6d. TEXT-0049-2022. Applicant, The City of Perry, request text amendment to the LMO Sections 3-2.2, 4-1.2, 4-3.1, 5-1.1, 5-1.2, 5-2.1 and 5.5 to establish a townhouse zoning district and to modify townhouse development standards – Mr. B. Wood.

Staff Report: Mr. Wood reviewed the proposed text amendment and stated the Planning Commission and staff recommends approval of the proposed text amendment.

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

For: none

Against: none

- 6e. Public Hearing for FY 2023 Operating Budget for the City of Perry –  
Mr. L. Gilmour.

Mr. Gilmour reviewed with the Mayor and Council the FY 2023 Operating Budget for the City of Perry.

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

For: None

Against: None

PUBLIC HEARING CLOSED AT 6:36 P.M. Mayor Walker closed the public hearing at 6:18 p.m.

7. Review of Minutes: Mayor Randall Walker

- 7a. Council's Consideration – Minutes of the May 17, 2022 pre council meeting,

May 17, 2022 council meeting and May 23, 2022 special called meeting.  
(Council Member Bynum-Grace was absent from the May 23, 2022 meeting;  
Mayor Pro Tempore King was absent from the May 17 and May 23, 2022  
meetings.)

Council Member Hunt motioned to approve the minutes as submitted. Council  
Member Jones seconded the motioned and it carried with Council Member  
Bynum-Grace abstaining from May 23, 2022 meeting and Mayor Pro Tempore  
King abstaining from the May 17 and May 23, 2022 meeting.

8. Old Business: Mayor Randall Walker

8a. Ordinances for Second Reading(s) and Adoption:

1. **Second Reading** of an amended ordinance to amend Code Section  
2-2.2 of the LMO by revising the Public Notice Requirements –  
Mr. B. Wood.

Adopted Ordinance No. 2022-18 to amend Code Section 2-2.2 of the  
LMO by revising the Public Notice Requirement. Council Member Jones  
motioned to adopt the ordinance as submitted. Council Member  
Peterson seconded the motion and it carried unanimously. (Ordinance  
No. 2022-18 has been entered into the City's official book of record).

9. Any Other Old Business:

9a. Mayor Randall Walker - none

9b. Council Members

Council Member Peterson

- inquired about the grant application for DCA. Mr. Smith stated grant  
application was submitted.

- asked Ansley if the contractor/engineer had worked out the drainage  
ditch issue near Pine Needle. Ansley advised she had spoken to Chad and  
Brad and they are waiting on a response from the contractor.

9c. City Attorney Brooke Newby – none

9d. City Manager Lee Gilmour – none

9e. Assistant City Manager Robert Smith - none

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

11. New Business: Mayor Randall Walker

11a. Matters referred from June 6, 2022 work session and June 7, 2022 pre council  
meeting. None

11b. Special Exception Application 0057-2022 – Mr. B. Wood.

Mayor Pro Tempore King motioned to approve with the conditions outlined by  
the Planning Commission; Council Member Bynum-Grace seconded the motion  
and it carried unanimously.

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

1. **First Reading** of an ordinance to rezone property from M-2, General Industrial to C-2, General Commercial. The property is located at 1829 Macon Road; Tax Map No. 0P0400 009000 – Mr. B. Wood. *(No action required by Council)*
2. **First Reading** of an ordinance to rezone property from R-AG, Residential Agricultural District to PUD, Planned Unit Development. The property is located at 1824 Houston Lake Road and 1904 Hwy 127; Tax Map No. 0P0490 062000 and 0P0490 061000 – Mr. B. Wood. *(No action required by Council)*
3. **First Reading** of an ordinance to amend Sections 3-2.2, 4-1.2, 4-3.1, 5-1.1, 5-1.2, 5-2.1, and 5-5 of the LMO relative to Townhouse Districts and Development Standards - Mr. B. Wood. *(No action required by Council)*
4. **First Reading** of an ordinance adopting the FY 2023 Operating Budget for the City of Perry – Mr. L. Gilmour. *(No action required by Council)*

11d. Resolution(s) for Consideration and Adoption:

1. Resolution approving the P-Card credit limit increase and designating persons of power with Synovus Bank – Mr. M. Worthington.

Adopted Resolution No. 2022-32 approving the P-Card credit limit increase and designating persons of power with Synovus Bank. Council Member Peterson motioned to adopt the resolution as presented; Council Member Jones seconded the motion and it carried unanimously. *(Resolution No. 2022-32 has been entered into the City's official book of record).*

- 11e. Approval of the Purchase and Sale Agreement for 1524 Houston Lake Road – Ms. B. Newby.

Council Member Jones motioned to approve the Purchase and Sale Agreement for 1524 Houston Lake Road as presented; Council Member Peterson seconded the motion and it carried unanimously.

12. Other Business – Supplemental Agenda Item(s):

- 12a. Appointment of committee members for the Sports Complex Committee – Mr. L. Gilmour.

Council Member Bynum-Grace motioned to approve the appointments to the Sports Complex Committee as outlined. Council Member Peterson seconded the motion, and it carried unanimously.

13. Council Members Items:

Council Member Bynum-Grace reminded everyone of the Juneteenth event on June 18 at Rozar Park.

14. Department Heads/Staff Items: none

Chief Lynn advised Captain Everidge and his crew were out at 6am this morning getting the bicyclists crew off.

Ms. Fitzner advised the contractor is starting preliminary construction for Crossroads Park.

15. General Public Items:

Ryan Snodgrass, 1447 Peachtree Street, Atlanta, GA, reiterated the development style for RZNE-0058-2022 application.

16. Mayor Items:

- June 20, Federal Holiday
- June 21, pre council and council meetings
- June 18, Juneteenth event at Rozar Park

17. Adjournment: There being no further business to come before Council in the regular meeting held on June 7, 2022, Mayor Pro Tempore King motioned to adjourn the meeting at 6:55 p.m. Council Member Hunt seconded the motion, and it carried unanimously.

**ORDINANCE**

**THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS** that the zoning is changed from City of Perry M-2. General Industrial District to City of Perry C-2. General Commercial District. and the city's zoning map is amended accordingly relative to property of **ROLYAT, INC.**, described as follows:

**All that tract or parcel of land lying and being in the 10<sup>th</sup> Land District of Houston County, Georgia, being a part of Land Lot No. 51 therein and consisting of 1.988 acres, more or less, in the southeast corner of that 26.6 acre tract of land conveyed from Mrs. Paulline S. Long to Walter R. Gordon and Mrs. Theresa H. Gordon by deed dated June 1, 1950, and recorded in Deed Book 70, Page 137, Clerk's Office, Houston Superior Court, said 26.6 acre tract of land being fully shown by plat of survey of same made by T. F. Flournoy, Surveyor, on May 22, 1950, a copy of said plat being of record in Map Book 2, Page 334, Clerk's Office, Houston Superior Court.**

**The land hereby conveyed is further described as fronting east 275 feet on the Perry to Macon paved highway known as U.S. Highway 41, and extending back in a westerly direction with uniform width for a distance of 315 feet. Said land is bounded on the north and west by other land in said 26.6 acre tract belonging to Walter R. Gordon and Mrs. Theresa H. Gordon, on the east by US Highway 41 right of way, and on the south by land of Mrs. Paulline S. Long in Land Lot No. 51. Said described land is fully shown by plat of survey of same made by George C. Forester, Registered Surveyor No. 759, on May 30, 1953, a copy of said plat being of record in Map Book 3, Page 90, Clerk's Office, Houston Superior Court. Said land has such shapes, metes, bounds, courses and distances as are shown on said plat. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto.**

**Deed Reference: Book 7059, Pages 265-266  
Tax Map Parcel: 0P0400 009000**

SO ENACTED this 21<sup>st</sup> day of June, 2022.

**CITY OF PERRY, GEORGIA**

BY: \_\_\_\_\_  
RANDALL WALKER, Mayor

ATTEST: \_\_\_\_\_  
ANNIE WARREN, City Clerk

1<sup>st</sup> Reading: June 7, 2022  
2<sup>nd</sup> Reading: June 21, 2022

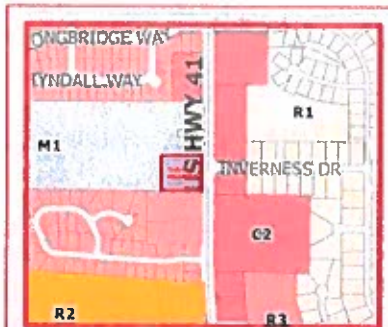


Where Georgia comes together.

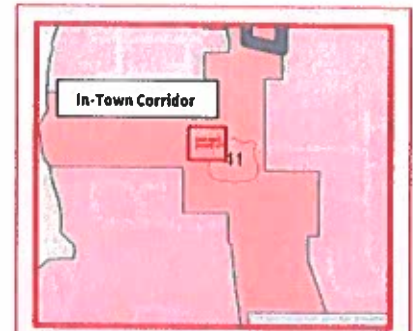
Summary for Zoning Case: RZNE-0056-2022	
Property Location:	1829 Macon Road
Tax Map No:	0P0400 009000
Acres:	1.99
Request:	Rezone from M-2, General Industrial to C-2, General Commercial
Planning Commission Recommendation:	Approval (no conditions)



**Aerial Map**



**Zoning Map**



**Character Areas**



Where Georgia comes together.

**STAFF REPORT**

May 5, 2022

**CASE NUMBER:** RZNE-0056-2022

**APPLICANT:** Curtis D. Harris

**REQUEST:** Rezone from M-2, Industrial District, to C-2, General Commercial District

**LOCATION:** 1829 Macon Road; Tax Map No. 0P0400 009000

**BACKGROUND INFORMATION:** The subject property is currently zoned for industrial uses. The applicant indicates the current M-2 zoning allows for "limited use" and is requesting a zoning classification of C-2 "for the opportunity to use for commercial office space."

**STANDARDS GOVERNING ZONE CHANGES:**

1. **The existing land uses and zoning classification of nearby properties.**


	<b>Zoning Classification</b>	<b>Land Uses</b>
North	M-1, Wholesale and Light Industrial	Light industrial, church, and ambulance service
South	R-3, Multi-family residential	Duplexes
East	C-2, General Commercial	Office and nursing facility
West	M-1	Light industrial

2. **The suitability of the subject property for the zoned purposes.** The 1.99-acre parcel does not appear to be large enough to accommodate most of the uses allowed under the current zoning designation.
3. **The extent to which the property values of the subject property are diminished by the particular zoning restrictions.** The size of the property does not appear to lend itself for redevelopment as an industrial site. The existing buildings on the property are not designed to accommodate industrial uses.
4. **The extent to which the destruction of property values of the subject property promotes the health, safety, morals, or general welfare of the public.** The industrial zoning designation of the property does not appear to promote the health, safety, morals, or general welfare of the public.
5. **The relative gain to the public as compared to the hardship imposed upon the individual property owner.** There does not appear to be any gain to the public for the property to remain zoned for industrial uses.
6. **Whether the subject property has a reasonable economic use as currently zoned.** Because of the size of the parcel and the design of the buildings existing on the property, it does not appear that a reasonable economic use could be made of the property under the current industrial zoning.

7. **The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property.** The buildings on the site appear to have been constructed as a motel in the 1950' or 1960's. The property has been zoned M-2 since at least 1995.
8. **Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.** Except for the adjacent 24-acre tract which is zoned for wholesale and light industrial uses, surrounding uses include offices, day care, nursing care, self-service storage, and various residential uses. The C-2 zoning classification permits uses consistent with the development pattern of surrounding properties.
9. **Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.** Uses permitted in the C-2 district should not adversely affect the use or usability of adjacent or nearby properties. Development and design standards must be complied with when the use of the property changes.
10. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan.** The 2022 Joint Comprehensive Plan Update indicates the subject property is within an 'In Town Corridor' character area. The In Town Corridor character area calls for redevelopment of older sites with human-scaled mixed use and commercial developments. Land uses suggested for an In Town Corridor are commercial, residential, mixed-uses, and public/institutional uses.
11. **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 subject property fronts on US Hwy 41, a major north-south arterial road. Utilities are currently available at the property. Commercial development should not impact the capacity of schools.
12. **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.** Since the designation of the property as M-2, the Macon Road corridor has developed with more commercial, office and residential uses and no new industrial uses. The recently adopted 2022 Comprehensive Plan anticipates the corridor becoming more commercial, residential, and mixed-use.

**STAFF RECOMMENDATION:** Staff recommends approval of the requested C-2, General Commercial District, zoning classification.

**PLANNING COMMISSION RECOMMENDATION:** At an informational hearing held May 9, 2022, the Planning Commission recommends approval of the requested zoning change of C-2, General Commercial District.



Eric Z. Edwards, Chairman of the Planning Commission

5/11/22

Date





Where Georgia comes together.

Application # RZNE  
#00562022

### Application for Rezoning

Contact Community Development (478) 988-2720

#### Applicant/Owner Information

\*Indicates Required Field

	*Applicant	*Property Owner
*Name	CURTIS D. HARRIS	ROLYAT INC
*Title	PRESIDENT	OWNER
*Address	104 TURTLE DOVE CT WREGA 31088	1412 RUSSELL PKWY STE A-221
*Phone	478-396-7698	920-543-5286
*Email	harriscurtis2009@gmail.com	rolyat.inc@gmail.com

#### Property Information

*Street Address or Location	1829 Macen Rd
*Tax Map Number(s)	0P0400 009000
*Legal Description	
A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available;	
B. Provide a survey plat of the property;	


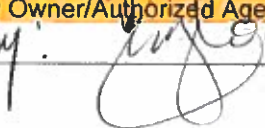
#### Request

*Current Zoning District	M-2	*Proposed Zoning District	C-2
*Please describe the existing and proposed use of the property. Note: A Site Plan or other information which fully describes your proposal may benefit your application. - Property is currently zoned M-2 with limited use. Requesting re-zoning to C-2 for opportunity to use for commercial office space.			

#### Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
- \*Fees:
  - Residential - \$140.00 plus \$16.25/acre (maximum \$1,700.00)
  - Planned Development - \$160.00 plus \$16.25/acre (maximum \$3,000.00)
  - Commercial/Industrial - \$245.00 plus \$22.65/acre (maximum \$3,170.00)
- \*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. Public hearing sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
- \*The applicant must be present at the hearings to present the application and answer questions that may arise.
- \*Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes \_\_\_ No   
If yes, please complete and submit a Disclosure Form available from the Community Development office.

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

*Applicant		*Date	4/8/22
*Property Owner/Authorized Agent	By:  (ROLYAT INC)	*Date	4/8/22

**Standards for Granting a Rezoning**

***The applicant bears the burden of proof to demonstrate that an application complies with these standards.***

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

- (1) The existing land uses and zoning classification of nearby property;
- (2) The suitability of the subject property for the zoned purposes;
- (3) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;
- (4) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;
- (5) The relative gain to the public as compared to the hardship imposed upon the individual property owner;
- (6) Whether the subject property has a reasonable economic use as currently zoned;
- (7) 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;
- (8) Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property;
- (9) Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property;
- (10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;
- (11) Whether the zoning proposal will result in a use which will cause an excessive burden upon existing streets, transportation facilities, utilities, or schools; and
- (12) 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.

## Standards for Granting a Rezoning Submittal

(1) The existing land uses and zoning classification of nearby property.

Majority of nearby properties are currently zoned C-2 including a duplex rental (C-3); day care (C-3); automobile repair w/contractor's office with on-site storage and fabrication; and religious institution (M-1); insurance co; storage facility, governmental contracting, US Post Office (all commercial offices).

(2) The suitability of the subject property for the zoned purposes.

The property lends itself to commercial office space based on the current location and building layout and 1829 Macon Road property with its easy access, lots of space, retail/office space for new and existing business is exceptionally suitable for the rezoning for C-2 purposes.

(3) The extent to which the property values of the subject property are diminished by the particular zoning restrictions.

There would **NOT** be any diminishment to existing property values by the particular zoning restrictions of C-2. As a majority of nearby properties are currently zoned C-2; rezoning of 1829 Macon Road to C-2 would compliment the surrounding area in addition to increasing consumer count and enhancing economic value of the City of Perry.

(4) 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 would **NOT** be any diminishment to existing property values or health, safety, morals, or general welfare of the public by the particular zoning restrictions of C-2. As majority of nearby properties are currently zoned C-2; rezoning of 1829 Macon Road to C-2 would compliment the surrounding area in addition to increasing consumer count and enhancing economic value of the City of Perry.

(5) The relative gain to the public as compared to the hardship imposed upon the individual property owner.

Rezoning will provide more commercial business options than are currently available in the surrounding area. In fact it will provide additional business services that the city is lacking and its current citizens are forced to commute to/patronize other businesses in surrounding cities for such services.

As a majority of nearby properties are currently zoned C-2; rezoning of 1829 Macon Road to C-2 would compliment the surrounding area in addition to increasing consumer count and enhancing economic value of the City of Perry.

## Standards for Granting a Rezoning Submittal

(6) Whether the subject property has a reasonable economic use as currently zoned.

As currently zoned, property has overall limited use and economic value. Rezoning would exponentially increase property use/value and economic value for City of Perry once rezoned to C-2.

(7) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property.

The property has been consistently enhancing its exterior/interior and grounds in the last 6 years to accommodate commercial office space. Based on the current location and building layout and 1829 Macon Road property is exceptionally suitable for the rezoning for C-2 purposes. While the surrounding properties have already been rezoned to C-2; this has remained M-2 with no historical data.

(8) Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property.

The property lends itself to commercial office space based on the current location and building layout and 1829 Macon Road property is exceptionally suitable for the rezoning for C-2 purposes. As majority of nearby properties are currently zoned C-2; rezoning of 1829 Macon Road to C-2 would compliment the surrounding area in addition to increasing consumer count and enhancing economic value of the City of Perry. The property aesthetics will remain in high value and rezoning will be an added enhanced and upscale atmosphere.

(9) Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.

The proposed zoning will **NOT** adversely affect the existing use or usability of adjacent or nearby property. As a majority of nearby properties are currently zoned C-2; rezoning of 1829 Macon Road to C-2 would compliment the surrounding area in addition to increasing consumer count and enhancing economic value of the City of Perry. The property aesthetics will remain in high value and rezoning will result in an enhanced and upscale atmosphere.

### Standards for Granting a Rezoning Submittal

(10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan.

1829 Macon Road rezoning proposal aligns itself with the intent of the Comprehensive Plan of the City to promote the health, safety, morals, or general welfare of the public and enhance the economic value of the City of Perry.

The property lends itself to commercial office space based on the current location and building layout and 1829 Macon Road property is exceptionally suitable for the rezoning for C-2 purposes. As a majority of nearby properties are currently zoned C-2; rezoning of 1829 Macon Road to C-2 would compliment the surrounding area in addition to increasing consumer count and enhancing economic value of the City of Perry. The property aesthetics will remain in high value and rezoning will result in an enhanced and upscale atmosphere.

(11) Whether the zoning proposal will result in a use which will cause an excessive burden upon existing streets, transportation, facilities, utilities, or schools.

This zoning proposal will **NOT** result in a use which will cause an excessive burden upon existing streets, transportation, facilities, utilities, or schools. Its easy access, lots of space, retail/office space for new and existing business is easily accessible from either direction of Macon Road. It is exceptionally suitable for the rezoning for C-2 purposes. In fact it will provide additional business services that the city is lacking and its current citizens are forced to commute to/patronize other businesses in surrounding cities for such services.

(12) 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.

The property lends itself to commercial office space based on the current location and building layout and 1829 Macon Road property is exceptionally suitable for the rezoning for C-2 purposes. As a majority of nearby properties are currently zoned C-2; rezoning of 1829 Macon Road to C-2 would compliment the surrounding area in addition to increasing consumer count and enhancing economic value of the City of Perry. The property aesthetics will remain in high value and rezoning will result in an enhanced and upscale atmosphere. 1829 Macon Road is exceptionally suitable for the rezoning for C-2 purposes.

1829 Macon Road rezoning proposal aligns itself with the intent of the Comprehensive Plan of the City to promote the health, safety, morals, or general welfare of the public and enhance the economic value of the City of Perry.

99980  
Ficks Bohan, LLC  
466 South Houston Lake Road  
Suite A  
Warner Robins, GA 31088



Doc ID: 014168200002 Type: GLR  
Recorded: 01/27/2016 at 03:06:04 PM  
Fee Amt: \$83.00 Page 1 of 2  
Transfer Tax: \$71.00  
Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Clerk

BK 7059 pg 265-266

WHGM File No.: P16-034

(Above space for recording officer use.)

**EXECUTOR'S DEED UNDER POWER OF SALE**

STATE OF GEORGIA  
COUNTY OF HOUSTON

THIS INDENTURE, made this 21<sup>ST</sup> day of January, 2016, between

**J. HALL SCHENCK, JR.,**  
as Executor of the Last Will & Testament of  
**J. HALL SCHENCK, SR.**

late of the State of Georgia, and County of Houston, of the First Part (hereinafter called "Grantor")  
and

**ROLYAT, INC.,**  
a Georgia Corporation

of the State of Georgia and County of Houston, of the Second Part (hereinafter called "Grantee");  
the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where  
the context requires or permits:

WITNESSETH: That the said Grantor, acting under and by virtue of the power and  
authority contained in said Will, the same having been duly probated in solemn form on July 8, 2004  
in the Probate Court of Houston County, Georgia, for and in consideration of SEVENTY-ONE  
THOUSAND AND NO/100 (\$71,000.00) DOLLARS, in hand paid, at and before the sealing and  
delivery of these presents (the receipt of which is hereby acknowledged), has granted, bargained,  
sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee:

All that tract or parcel of land lying and being in the 10<sup>th</sup> Land District of Houston  
County, Georgia, being a part of Land Lot No. 51 therein and consisting of 1.988  
acres, more or less, in the southeast corner of that 26.6 acre tract of land conveyed  
from Mrs. Paulline S. Long to Walter R. Gordon and Mrs. Theresa H. Gordon by  
deed dated June 1, 1950, and recorded in Deed Book 70, Page 137, Clerk's Office,  
Houston Superior Court, said 26.6 acre tract of land being fully shown by plat of  
survey of same made by T.F. Flournoy, Surveyor, on May 22, 1950, a copy of said  
plat being of record in Map Book 2, Page 334, Clerk's Office, Houston Superior  
Court.

The land hereby conveyed is further described as fronting east 275 feet on the Perry  
to Macon paved highway known as U.S. Highway 41, and extending back in a westerly  
direction with uniform width for a distance of 315 feet. Said land is bounded on the  
north and west by other land in said 26.6 acre tract belonging to Walter R. Gordon and  
Mrs. Theresa H. Gordon, on the east by US Highway 41 right of way, and on the south  
by land of Mrs. Paulline S. Long in Land Lot No. 51. Said described land is fully shown  
by plat of survey of same made by George C. Forester, Registered Surveyor No. 759,  
on May 30, 1953, a copy of said plat being of record in Map Book 3, Page 90, Clerk's  
Office, Houston Superior Court. Said land has such shape, metes, bounds, courses and

BOOK 7059 PAGE 266

Said property is sold subject to all easements and rights of way of record and all other applicable zoning and other municipal ordinances.


Street Address: 1829 Macon Road, Perry, Georgia

Tax Parcel No.: P04-009

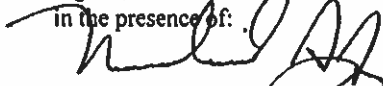
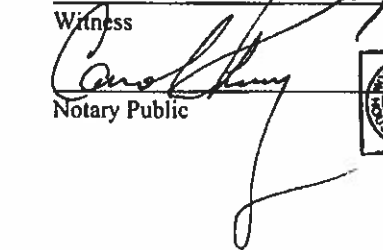
Deed Reference: Deed Book 81, Page 52, Clerk's Office, Houston Superior Court

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, IN FEE SIMPLE: in as full and ample manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

IN WITNESS WHEREOF, the Grantor, acting in his capacity as Executor, has hereunto set their hands and seals, the day and year first above written.

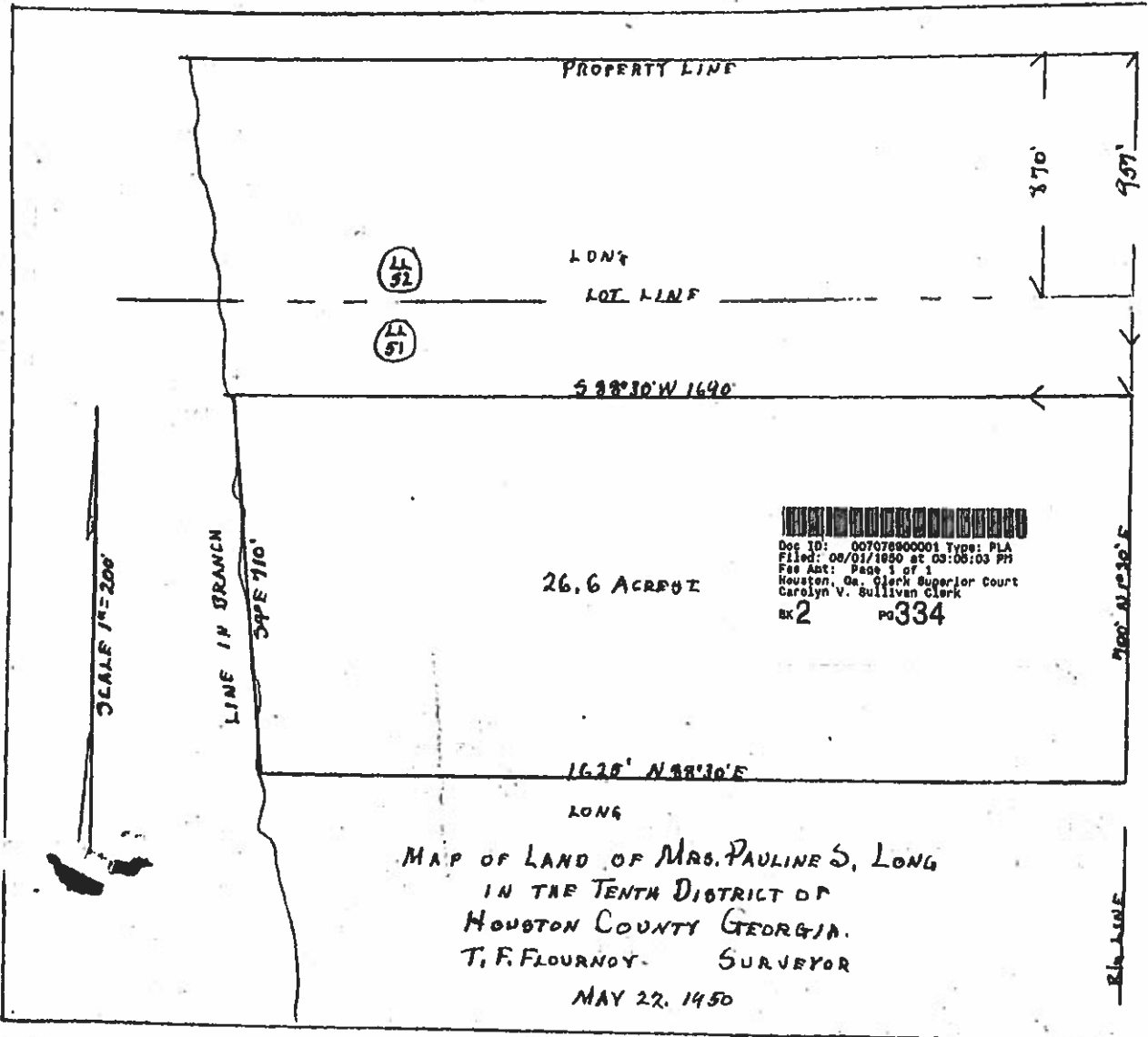
 (SEAL)  
J. HALL SCHENCK, JR., as Executor of the  
Last Will and Testament of J. HALL  
SCHENCK, SR., Deceased

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Notary Public

 CAROL PERRY  
Notary Public  
STATE OF GEORGIA  
My Comm. Exp. 8/24/17

Revised 6/1/50



LL  
52

LONG

LL  
51

LOT LINE

538'30" W 1690'

370'

937'

SCALE 1" = 200'

LINE IN BRANCH  
395' 710'

26.6 ACRES ±



Doc ID: 007078900001 Type: PLA  
Filed: 06/01/1950 at 03:05:03 PM  
Fee Amt: Page 1 of 1  
Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Clerk

EX 2 PG 334

700' 810' 30" E

1620' N 88'30" E

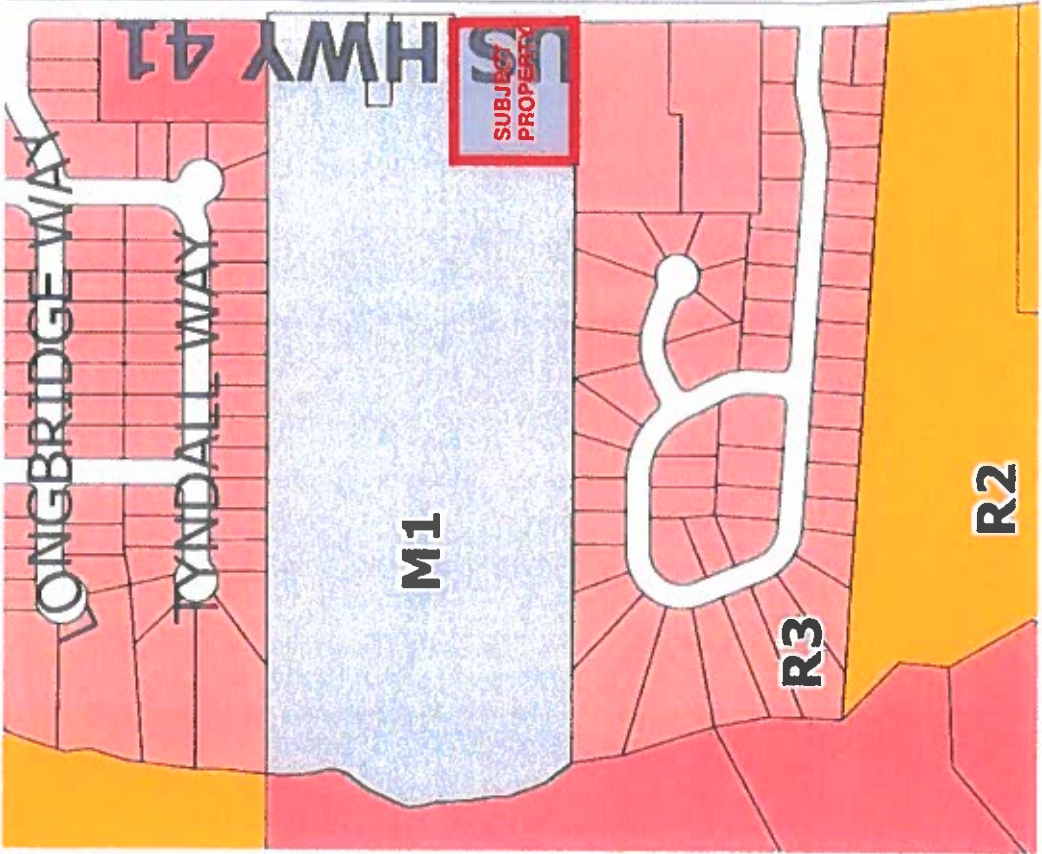
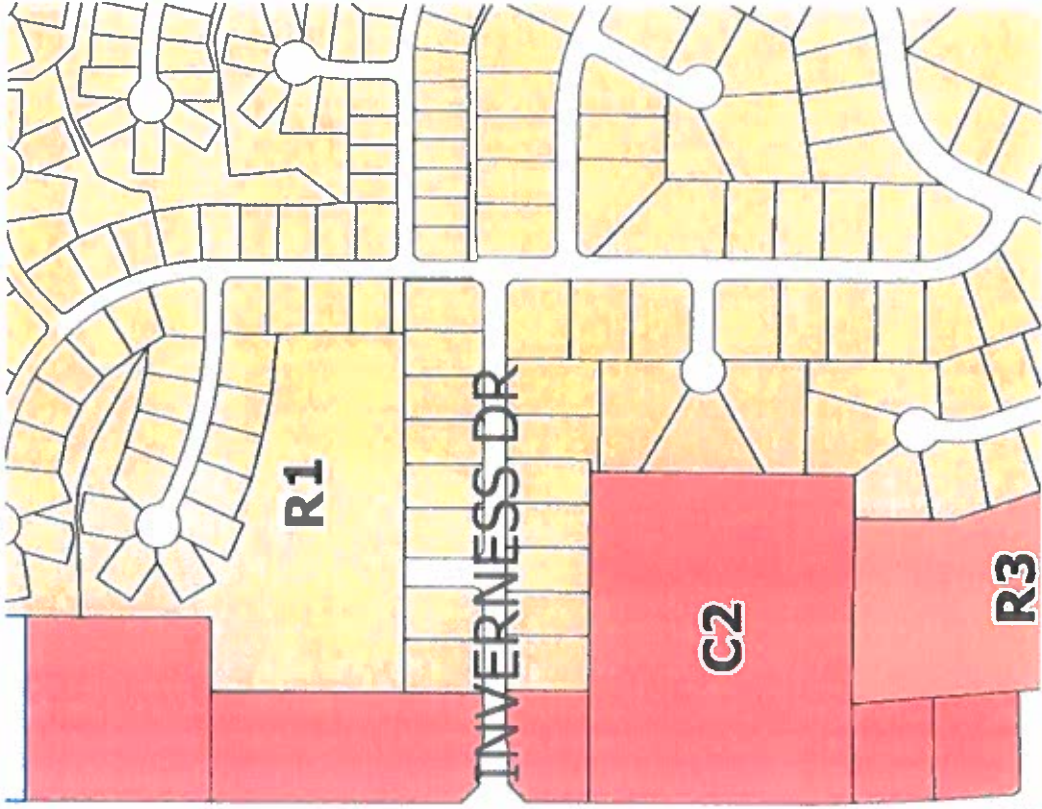
LONG

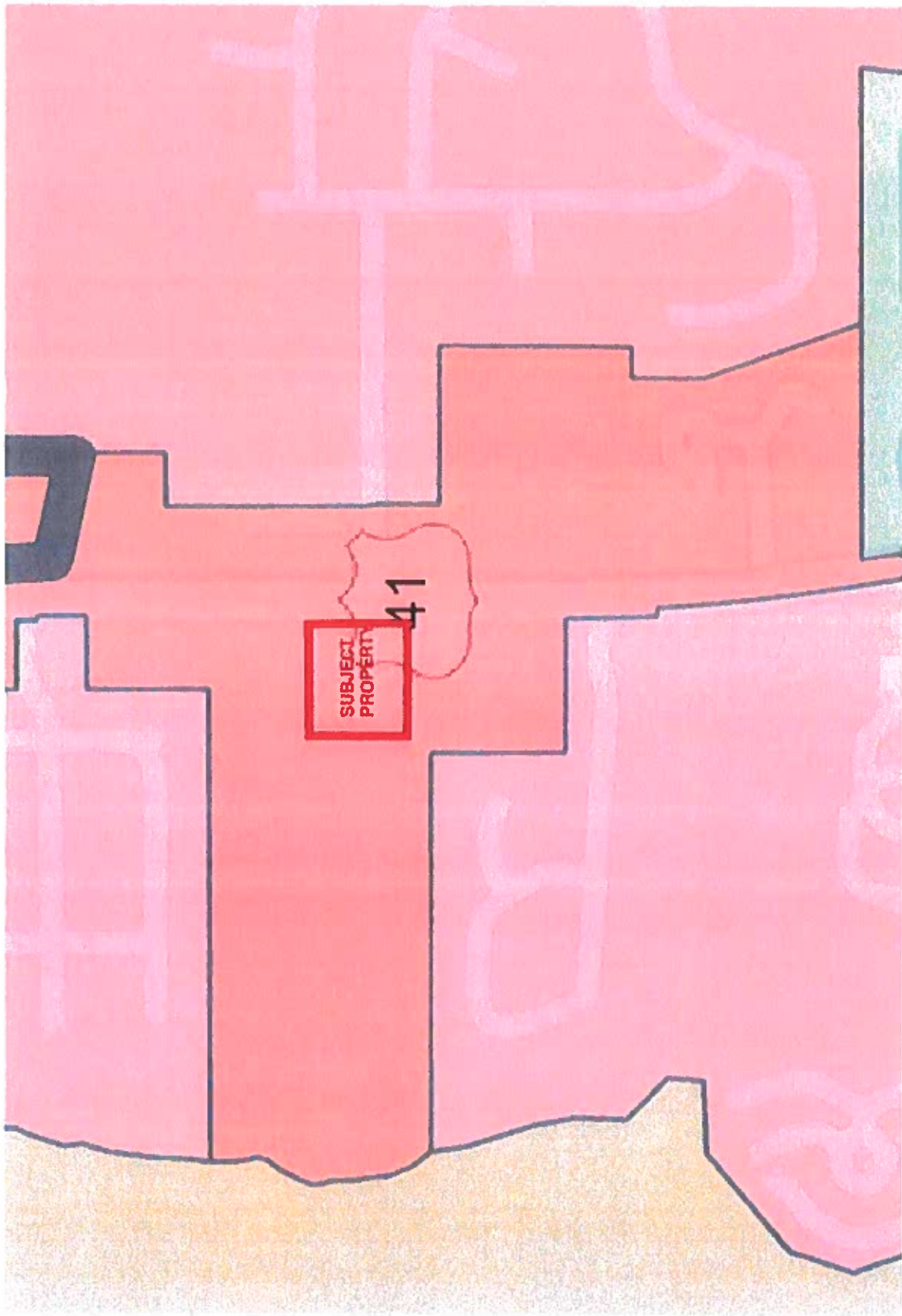
MAP OF LAND OF MRS. PAULINE S. LONG  
IN THE TENTH DISTRICT OF  
HOUSTON COUNTY GEORGIA.  
T. F. FLOURNOY SURVEYOR  
MAY 22, 1950

LINE









SUBJECT  
PROPERTY

41

**ORDINANCE**

**THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS** that the zoning is changed from City of Perry R-AG, Residential Agricultural District, to City of Perry PUD, Planned Unit Development District, and the city's zoning map is amended accordingly relative to the properties of **AYER'S FARMS, INC.**, described as follows:

**All that tract or parcel of land situate, lying and being in Land Lots 110, 114 and 115 of the 10<sup>th</sup> Land District of Houston County, Georgia, and being known and designated as PARCEL 0P0490 061000, comprising 81.59 ACRES; and PARCEL 0P0490 062000, COMPRISING 3.19 ACRES, as more particularly shown and designated on a plat of survey entitled "RETRACEMENT SURVEY – LANDS OF KAY J. ROWELL" prepared by Spencer H. Johnson, Georgia Registered Land Surveyor No. 3171, dated November 4, 2020 and recorded in Plat Book 82, Page 56, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto.**

**Deed Reference: Book 8886, Pages 72-74  
Tax Map Parcels: 0P0490 061000; 0P0490 062000**

**Said property is rezoned subject to the following condition:**

1. The applicant's Zoning Plan and zoning standards for the PUD, copies of which are attached hereto as Exhibit "A", shall be the approved PUD Plan and zoning standards for the property, except for the right-of-way and pavement width for alleys which shall be a minimum 20-foot right-of-way and pavement width.
2. Unless the alleys are paved in accordance with the minimum pavement width requirements for minor residential streets, the City will not accept the alleys as public infrastructure.

SO ENACTED this 21<sup>st</sup> day of June, 2022.

**CITY OF PERRY, GEORGIA**

BY: \_\_\_\_\_  
RANDALL WALKER, Mayor

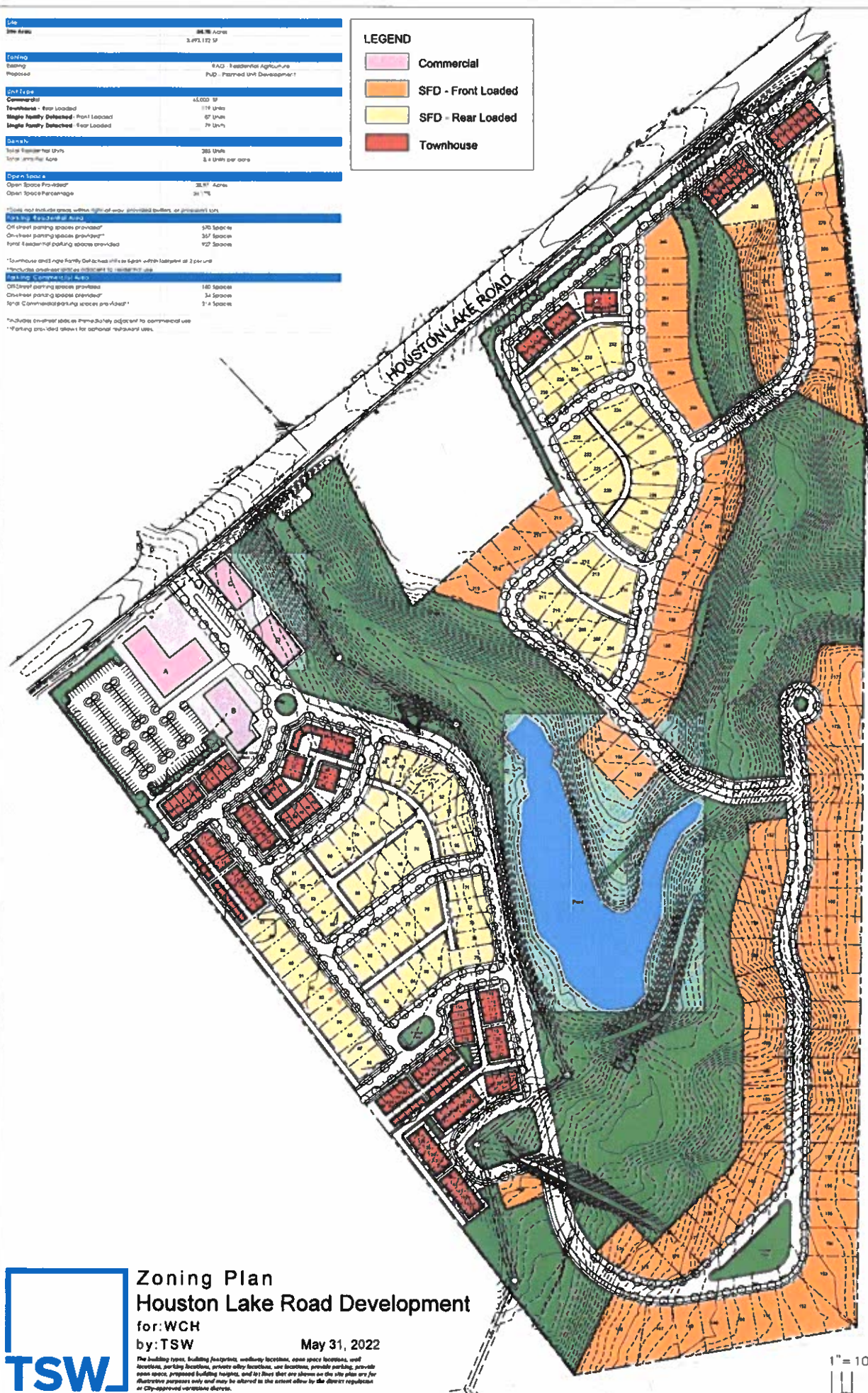
ATTEST: \_\_\_\_\_  
ANNIE WARREN, City Clerk

1<sup>st</sup> Reading: June 7, 2022  
2<sup>nd</sup> Reading: June 21, 2022

<b>Site</b>	Site Area	3,492.172 SF
<b>Zoning</b>	Existing	RAD - Residential Agriculture
Proposed		PUD - Planned Unit Development
<b>Unit Type</b>	Commercial	1,600 SF
Townhouse - Rear Loaded		119 Units
Single Family Detached - Front Loaded		87 Units
Single Family Detached - Rear Loaded		79 Units
<b>Units</b>	Total Residential Units	285 Units
Total Impervious Area		3.4 Acres (or more)
<b>Open Space</b>	Open Space Provided	38.97 Acres
Open Space Percentage		11.17%
*Includes residential areas within 500' of water, unimproved buffers, or preserved lots.		
<b>Off-street Parking</b>	Off-street parking spaces provided**	310 Spaces
On-street parking spaces provided**		357 Spaces
Total Residential parking spaces provided		667 Spaces
**Townhouse and Single Family Detached units are 2 per unit with lots of 2 per unit.		
**Includes on-street spaces adjacent to residential use.		
<b>Off-street Parking</b>	Off-street parking spaces provided	140 Spaces
On-street parking spaces provided*		34 Spaces
Total Commercial parking spaces provided*		174 Spaces
*Includes on-street spaces immediately adjacent to commercial use.		
**Parking provided shown for optional restaurant uses.		

**LEGEND**

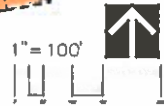
- Commercial
- SFD - Front Loaded
- SFD - Rear Loaded
- Townhouse



Zoning Plan  
Houston Lake Road Development  
for: WCH  
by: TSW

May 31, 2022

The building types, building footprints, unit/office locations, open space locations, well locations, parking locations, private alley locations, use locations, private parking, private open space, proposed building heights, and lot lines shown on this plan are for illustrative purposes only and may be altered to the extent allowed by the direct regulation or city-approved variance district.





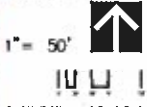
<b>Site Area</b>	28.8 acres
<b>Lot Area</b>	1.2 acres
<b>Building Footprint</b>	1.2 acres
<b>Parking Area</b>	1.2 acres
<b>Open Space</b>	26.4 acres
<b>Water Area</b>	0.0 acres
<b>Other Area</b>	0.0 acres

<b>Building Footprint</b>	1.2 acres
<b>Parking Area</b>	1.2 acres
<b>Open Space</b>	26.4 acres
<b>Water Area</b>	0.0 acres
<b>Other Area</b>	0.0 acres

LEGEND	
[Pink Box]	Commercial
[Orange Box]	SFD - Front Loaded
[Yellow Box]	SFD - Rear Loaded
[Red Box]	Townhouse

**TSW**  
 1447 Peachtree Street NE  
 Suite 800  
 Atlanta, Georgia 30309  
 phone: 404.673.6730

Houston Lake Road  
 Development  
 Zoning Plan - North  
 Perry, Georgia



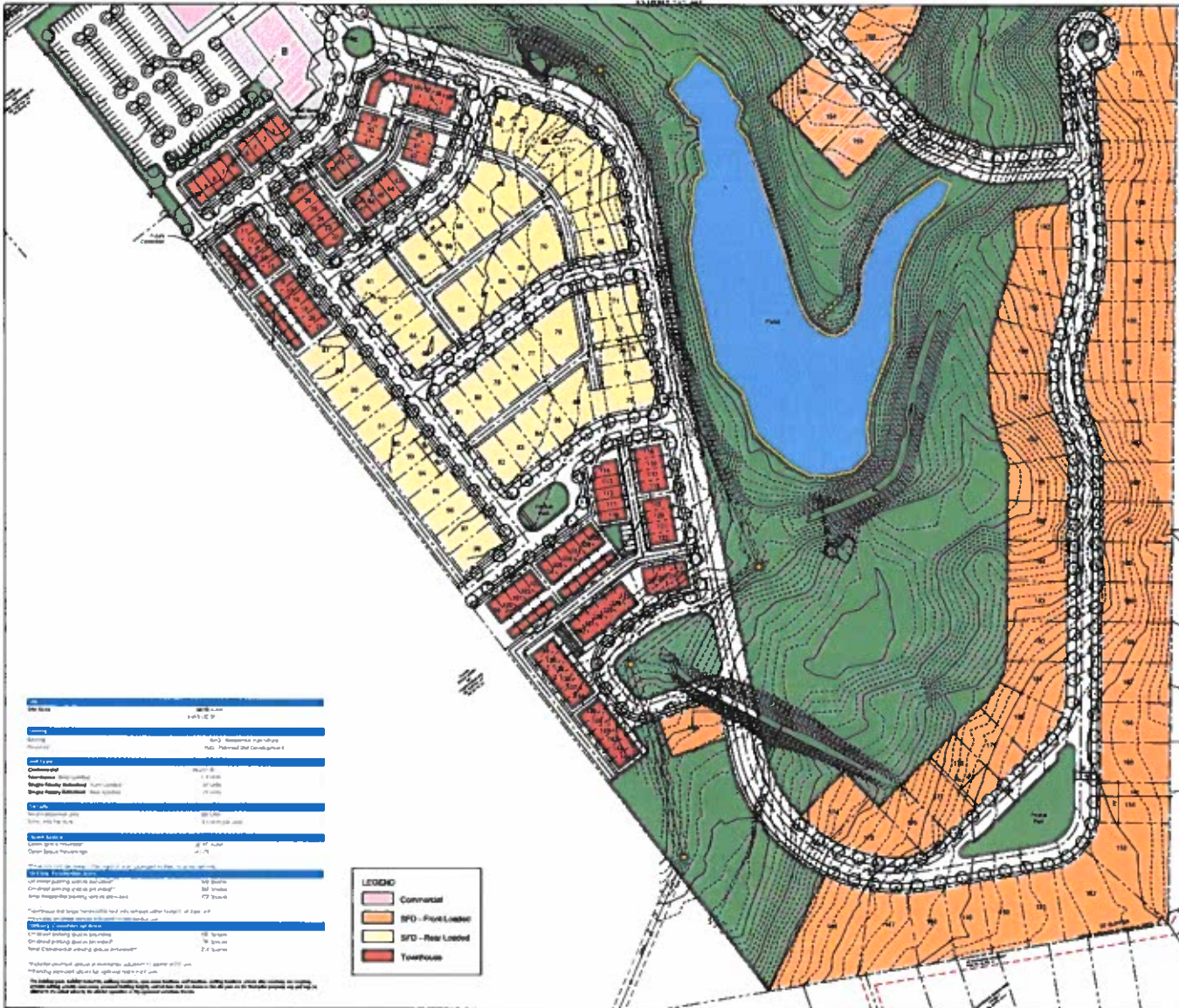
1" = 50'

**PROJECT TITLE**  
 Houston Lake Rd  
 Development; Zoning Plan  
 Perry, Georgia

**DRAWING INFORMATION**  
 Design Number: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Drawn by: \_\_\_\_\_  
 Check by: \_\_\_\_\_

**ISSUING DATE**  
 May 31, 2022

**PROJECT SHEET**  
 1 of 2



**TSW**

1447 Peachtree Street NE,  
 Suite 800  
 Atlanta, Georgia 30309  
 Phone: 404.571.6130

www.tsw-design.com

**Houston Lake Road  
 Development  
 Zoning Plan - South  
 Perry, Georgia**



**PROJECT INFORMATION**  
 Project Name: Houston Lake Rd Development  
 Location: Perry, Georgia  
 Date: 5/21/2022

**REVISIONS**

NO.	DATE	DESCRIPTION
1	5/21/2022	ISSUED FOR PERMIT

**PROJECT LOCATION**  
 Houston Lake Rd  
 Development, Zoning Plan  
 Perry, Georgia  
 31767

**PROJECT INFORMATION**  
 Project Name: Houston Lake Rd Development  
 Location: Perry, Georgia  
 Date: 5/21/2022

**REVISIONS**

NO.	DATE	DESCRIPTION
1	5/21/2022	ISSUED FOR PERMIT

**PROJECT LOCATION**  
 Houston Lake Rd  
 Development, Zoning Plan  
 Perry, Georgia  
 31767

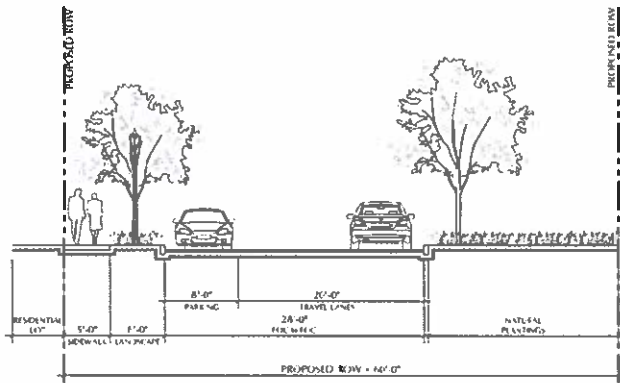
Street sections shown are for illustrative purposes only and may be altered to the extent allow by the district regulations or City approved variations thereof.

EXHIBIT "A", 004

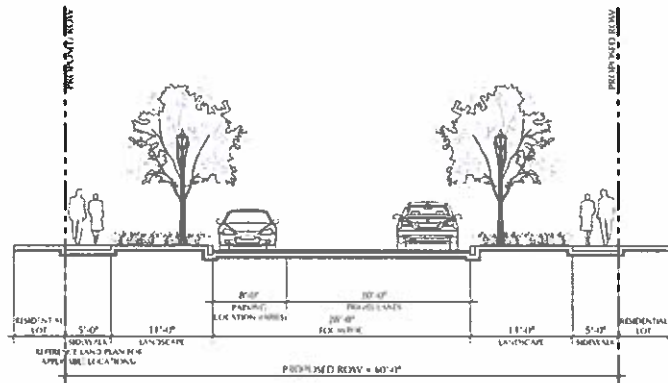


144 Peachtree Street NE  
 Suite 850  
 Atlanta, Georgia 30309  
 phone: 404 673 6730  
 www.tsw-design.com

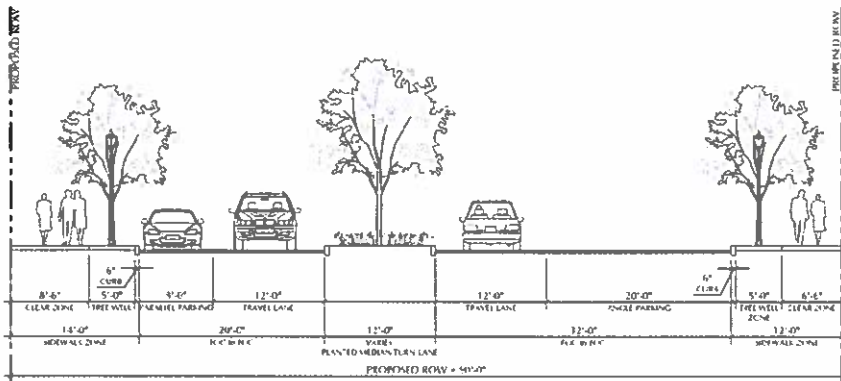
**Houston Lake Road  
 Development  
 TYP. Street Sections  
 Perry, Georgia**



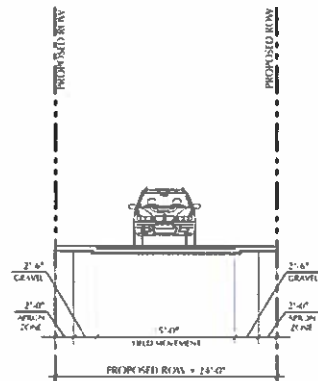
**RESIDENTIAL - PARK ADJACENT  
 TYP SECTION // ST-60-28**



**RESIDENTIAL  
 TYP SECTION // ST-60-28**



**COMMERCIAL  
 TYP SECTION // ST-90-20/32**



**ALLEY - RESIDENTIAL  
 TYP SECTION // AL-24-15**

1" = 10'

Design is shown without representation of value or liability. This drawing and all information contained herein are the property of the engineer and shall not be used for any other project without the written permission of the firm.

**Houston Lake Rd  
 Development; Sections  
 Perry, Georgia**  
 TSW

PROJECT NUMBER: ST-60-28, ST-90-20/32, AL-24-15  
 DRAWN BY: TSW  
 CHECKED BY: TSW  
 DATE: 11-14-14  
 PROJECT: Houston Lake Rd Development  
 DATE: May 31, 2012



# EXHIBIT "A", 005

## PUD Standards for Houston Lake Road Development

Houston Lake Road Development // 04.18.2022

**REVISED 5/31/2022**

0P0490 061000 & 090490 062000 Rezoning Application

Perry, Georgia

### 1. Dimensional standards:

#### a. Minimum lot size for each type of use

- i. SFD – Rear Loaded
  1. 4,000sf lot
- ii. SFD – Front Loaded
  1. 5,500sf lot
- iii. TH
  1. 1,200sf lot

#### b. Minimum lot width for each type of use

- i. SFD – Rear Loaded
  1. 35' at ROW
- ii. SFD – Front Loaded
  1. 55' at ROW
- iii. TH
  1. 20' at ROW

#### c. Setbacks for each type of use

- i. SFD – Rear Loaded
  1. Front: 10'
  2. Side: 5'
  3. Rear: 5'
- ii. SFD – Front Loaded
  1. Front: 15'
  2. Side: 5'
  3. Rear: 15'\*

\*35' rear setback shall apply to units that directly abut existing SFD units not included in this development, this includes the following units: 146-161 and 215-219.

- iii. TH
  1. Front: 10'
  2. Side: 0'
  3. Rear: 5'

#### d. Minimum house size

- i. 1,300sf

#### e. Proposed building heights – commercial

- i. 1 floor / 20'max

### 2. Street and ROW widths

- a. Reference TYP section exhibit dated May 31, 2022
- b. Alley notes: The 20' Alley Clear Zone is provided with a 15' solid surface drive with 2.5' of compacted gravel to each side.

### 3. Standards for proposed signs – height, location, character

- a. Shall comply with standards established in the Land Management Ordinance for the C-3, Central Business District.

# EXHIBIT "A", 006

4. **Proposed allowable/restricted uses for commercial properties**
  - a. Allowable/restricted uses for commercial properties to match current C-3 regulation.
5. **Proposed building materials and character for commercial properties**
  - a. Character: Mercantile
  - b. TYP Material palette: Brick, stucco, hardy board, and stone
6. **Location, height, and material of any fences, walls, screens, plants, and landscaping**
  - a. Landscape Plan to be determined. If required for rezoning, applicant request item be listed as a condition. Landscape plans to be submitted for approval once developed.
7. **Open Space:** Within the open space, the developer shall construct and furnish a pocket park(s) consistent with plans to be approved by the Perry Planning Commission.
8. **Sidewalks:** ADA-compliant sidewalks shall be installed as indicated on the Zoning Plan (approved PUD Plan).
9. **Street Trees:** Street trees shall be installed as indicated on the Zoning Plan (approved PUD Plan).
10. Standards not specifically addressed for the commercial portion of the plan shall comply with C-3 district requirements; townhouse areas shall comply with RTH district standards; and single-family areas shall comply with the R-3 district standards.



Where Georgia comes together.

## STAFF REPORT

From the Department of Community Development

May 5, 2022

**CASE NUMBER:** RZNE-0058-2022

**APPLICANT:** Wingate Custom Homes

**REQUEST:** Rezone from R-Ag, Residential-Agricultural District, to PUD, Planned Unit Development

**LOCATION:** 1824 Houston Lake Road and 1904 Hwy 127; Tax Map No. 0P0490 062000 and 0P0490 061000

**BACKGROUND INFORMATION:** The subject properties consist of 84.78 total acres and are currently zoned R-Ag, Residential-Agricultural District. The 3.19-acre parcel was developed as a single-family residence in the 1950's. The remaining 81.59-acre tract has been used for agricultural purposes. The applicant proposes a mix of commercial and single-family detached and attached residential uses in the PUD, Planned Unit Development zoning classification. The design of the PUD reflects a neo-traditional neighborhood like what would be allowed under a form-based code.

A PUD is required to set its own development standards, like would be established for a typical zoning district. The applicant has proposed a set of development standards for this PUD. Planning Staff has recommended additional development standard for the PUD, which are either not addressed by the applicant or addressing staff concerns. See attached PUD Standards.

The proposal calls for 45,000 square feet of commercial space in a mixed-use center at the main entrance aligning with the intersection of Lake Joy Road and Houston Lake Road. A total of 284 residential dwelling units will include 119 rear-loaded townhouse units, 86 front-loaded single-family detached units, and 79 rear-loaded single-family detached units. The proposed residential density equates to 3.3 dwelling units per acre. 32.51 acres, or 38.34 percent of the property is proposed as open space.

Streets and rights-of-way widths were not addressed in the application. Based on the City's form-based code standards, staff recommends street rights-of-way be 60 feet; street widths be 28 feet (20' for travel lanes, 8' for parking); alleys to have a 20-foot right-of-way and pavement width.

In addition to the main entrance aligned with Lake Joy Road, a secondary entrance is provided further east onto Hwy 127. The site is designed to accommodate two future access points onto the adjoining property to the west. Sidewalks are indicated on at least one side of all streets. Sidewalks are provided on both sides of the street where residential lots or commercial development front both sides of a street.

925 total parking spaces are provided for the residential uses including 357 on-street spaces. 214 total parking spaces are provided for the commercial center with 34 of those spaces being on-street. The number of commercial parking spaces will accommodate restaurant uses.

A 20'-wide buffer is proposed where the development abuts residential properties in the Sugarloaf subdivision and other existing single-family properties. Because of concerns about maintenance of a narrow buffer, staff recommends these buffers be eliminated and the space incorporated into the adjoining lots and their rear setback.

**STANDARDS GOVERNING ZONE CHANGES:**

**1. The existing land uses and zoning classification of nearby properties.**

	<b>Zoning Classification</b>	<b>Land Uses</b>
North	C-2, General Commercial; C-2 (County) and RAG (Count)	Undeveloped, retail/warehouse, single-family residences
South	R-3, Multi-family Residential District	Single-family residences
East	R-Ag, Residential-Agricultural and R-3, Multi-family Residential Districts	Single-family residences, event venue, farmland
West	C-2, General Commercial District	Self-service storage and undeveloped

**2. The suitability of the subject property for the zoned purposes.** The subject properties are suitable for residential development.

**3. The extent to which the property values of the subject property are diminished by the particular zoning restrictions.** The R-Ag zoning of the properties requires a five-acre minimum lot size will limit the number of developable lots.

**4. The extent to which the destruction of property values of the subject property promotes the health, safety, morals, or general welfare of the public.** Given the higher density of commercial and residential developments existing or allowed surrounding the properties, limiting these properties to 5-acre tracts does not appear to promote the health, safety, morals, or general welfare of the public.

**5. The relative gain to the public as compared to the hardship imposed upon the individual property owner.** The public does not appear to gain by maintaining the current zoning of the properties.

**6. Whether the subject property has a reasonable economic use as currently zoned.** The properties can be developed for residential/agricultural uses on 5-acre minimum lots.

**7. The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property.** The properties were annexed into the City of Perry in 2019. They have been used for single residence and agriculture since at least the 1950's.

**8. Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.** The properties are located near the intersection of Houston Lake Road and Perry Parkway. Commercial development along these major roads, and existing single- and multi-family developments adjacent to or near the property indicate that the proposed uses are consistent with the character of the vicinity.

**9. Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.** The layout of the proposed development aligns single-family residential uses adjacent to existing single-family developments. Commercial uses and townhouses are proposed along Houston Lake Road/Hwy 127 and commercially zoned properties to the west. Since the uses of the proposed development are situated adjacent to like uses, there should not be any adverse impacts to existing or future uses on adjacent properties.

10. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan.** The subject properties are within the “Suburban Residential” character area in the 2022 Joint Comprehensive Plan Update and at the edge of a “Commercial Node” located at the intersection of Houston Lake Road and Perry Parkway. Suggested development patterns within the Suburban Residential character area include: “Location of a mix of housing densities and types, including single-family, townhomes, multi-family, and mixed-use,” and “Commercial development within identified nodes that support suburban residents.”

The Commercial Nodes are intended “to provide a mix of retail and service establishments to support residential within the suburban residential and gateway corridor character areas...Commercial nodes provide for a balance of housing and employment opportunities through their ability to support more dense development and mixed uses to support daily needs and specialized services. Commercial nodes should support walkable, bike-friendly connections to nearby neighborhoods and multi-family developments.”

11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** The proposed development should not cause an excessive or burden on existing community facilities:
- Infrastructure – Water and sewer service is available at the subject property.
  - Roads – Houston Lake Road/Highway 127 is a 5-lane arterial connecting Perry and Warner Robins. Perry Parkway is a 4-lane divided highway creating a bypass around Perry’s downtown core.
  - Education – The Houston County School District was advised of the proposal. Staff is not aware of any burdensome impacts on schools.
12. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.** With continued population growth, there is more interest in commercial developments along Perry Parkway and residential development throughout the Perry area.

**STAFF RECOMMENDATION:** Staff recommends approval of the zoning change with the following conditions:

1. The applicant’s Zoning Plan shall be the approved PUD Plan for the property.
2. The Zoning Plan shall be revised prior to final approval by City Council to remove the 20’ buffers. These buffer areas shall be incorporated into the adjacent lots.
3. The zoning standards applied to the PUD shall be revised in the following way prior to final approval by City Council:
  - a. Rear setbacks for front-loaded single-family lots 146-161 and lots 215-219 shall be 35 feet.
  - b. Street rights-of-way shall be a minimum of 60 feet wide.
  - c. Street widths shall be at least 20 feet wide for two-way travel lanes and 8 feet for parallel on-street parking spaces.
  - d. Alleys shall have a minimum 20-foot right-of-way and pavement width.
  - e. Signs shall comply with standards established in the Land Management Ordinance for the C-3, Central Business District.
4. Within the open space, the developer shall construct and furnish a pocket park(s) consistent with plans approved by the Planning Commission.
5. ADA-compliant sidewalks shall be installed as indicated on the Zoning Plan.
6. Street trees shall be installed as indicated on the Zoning Plan.

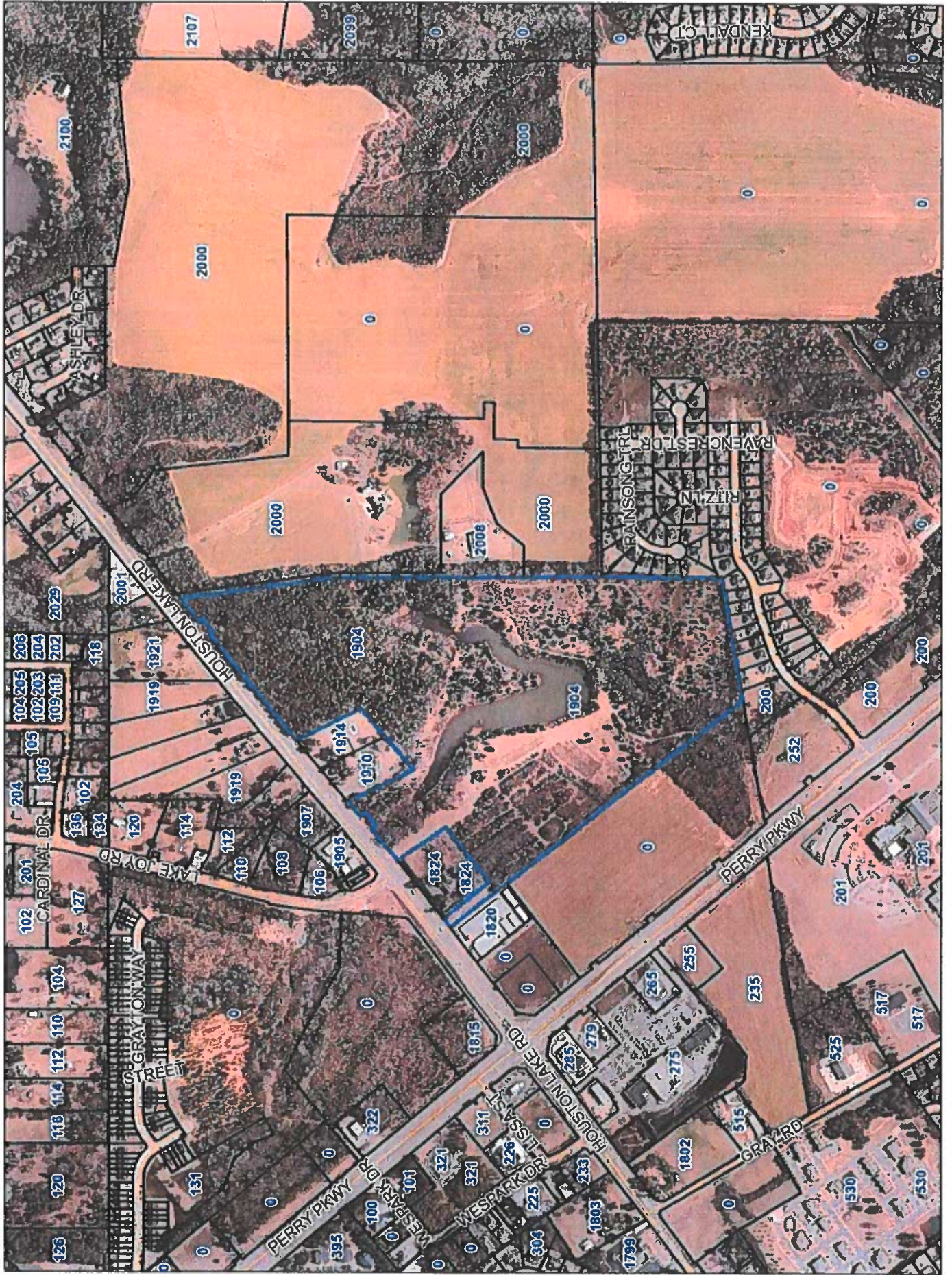
7. Standards not specifically addressed for the commercial portion of the plan shall comply with C-3 requirements; townhouse areas shall comply with RTH requirements; and single-family residential areas shall comply with R-3 requirements.

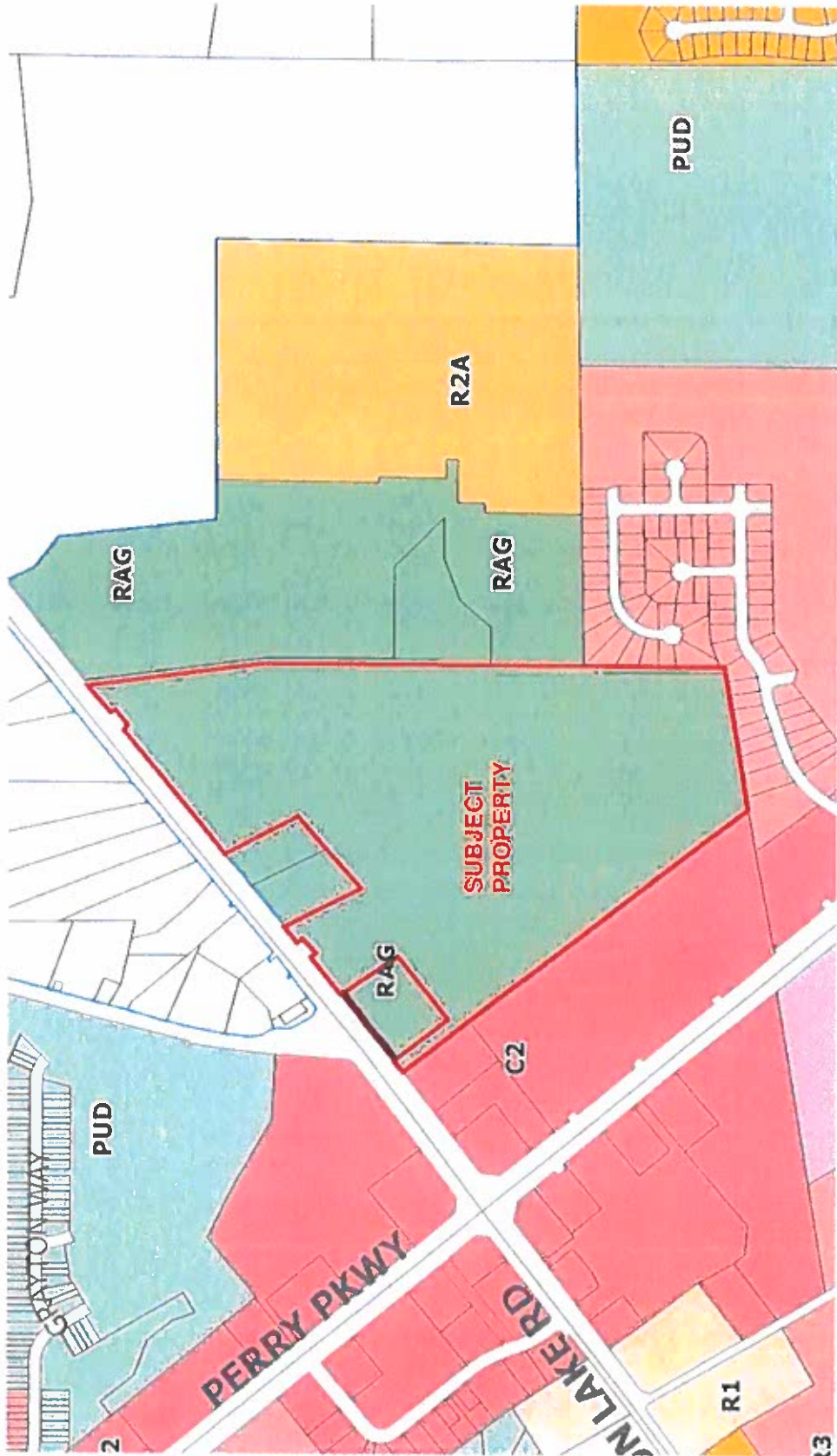
**PLANNING COMMISSION RECOMMENDATION:** Following an informational hearing held on May 9, 2022, the Planning Commission recommends approval of the special exception, with the following conditions:

1. The applicant's Zoning Plan shall be the approved PUD Plan for the property.
2. The Zoning Plan shall be revised prior to final approval by City Council to remove the 20' buffers. These buffer areas shall be incorporated into the adjacent lots.
3. The zoning standards applied to the PUD shall be revised in the following way prior to final approval by City Council:
  - a. Rear setbacks for front-loaded single-family lots 146-161 and lots 215-219 shall be 35 feet.
  - b. Street rights-of-way shall be a minimum of 60 feet wide.
  - c. Street widths shall be at least 20 feet wide for two-way travel lanes and 8 feet for parallel on-street parking spaces.
  - d. Alleys shall have a minimum 20-foot right-of-way and pavement width.
  - e. Signs shall comply with standards established in the Land Management Ordinance for the C-3, Central Business District.
4. Within the open space, the developer shall construct and furnish a pocket park(s) consistent with plans approved by the Planning Commission.
5. ADA-compliant sidewalks shall be installed as indicated on the Zoning Plan.
6. Street trees shall be installed as indicated on the Zoning Plan.
7. Standards not specifically addressed for the commercial portion of the plan shall comply with C-3 requirements; townhouse areas shall comply with RTH requirements; and single-family residential areas shall comply with R-3 requirements.
8. The zoning plan shall be revised to address the Brock family's concern along their east property line.

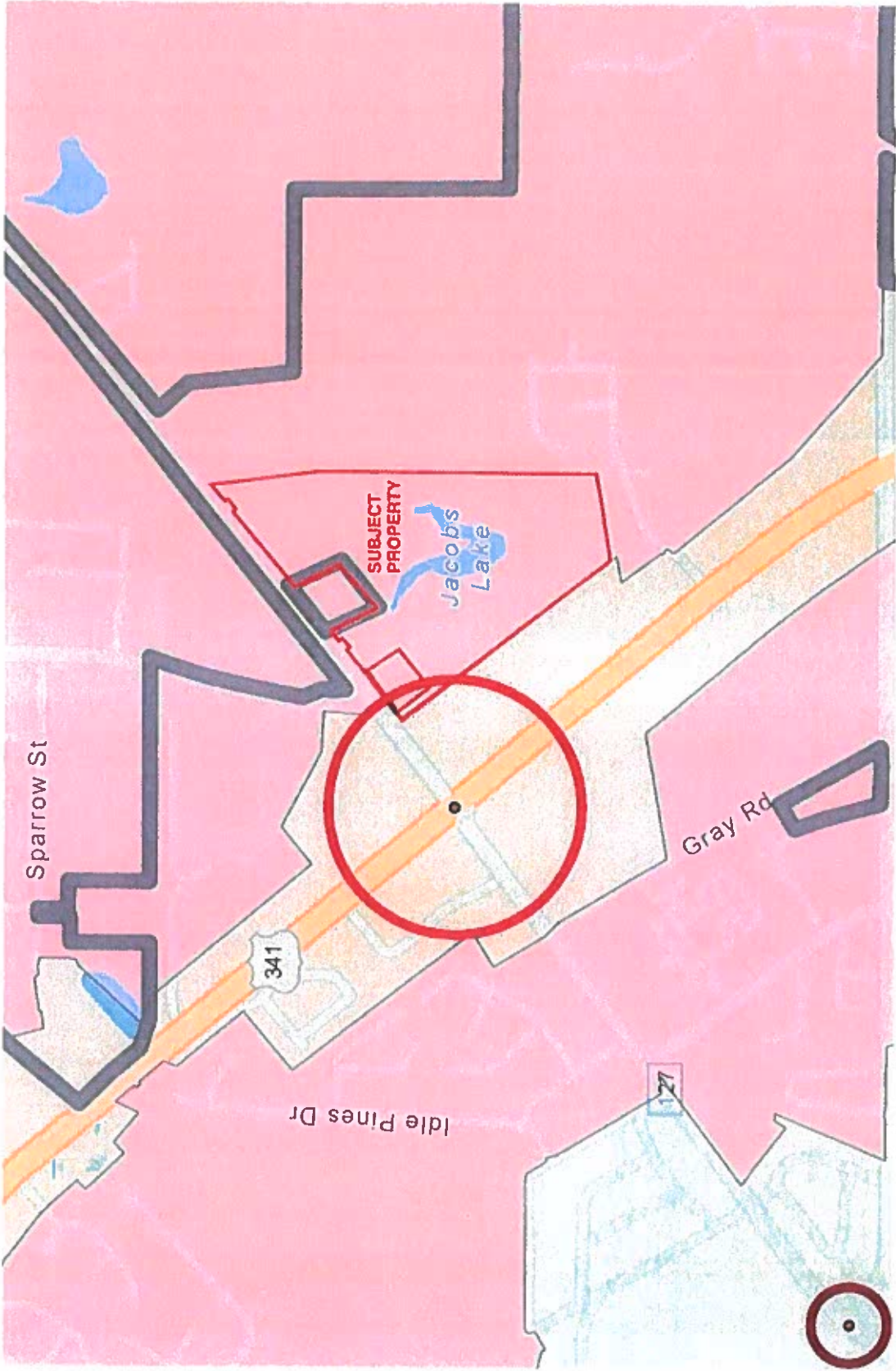
  
Eric Z. Edwards, Chairman of the Planning Commission

6/1/22  
Date





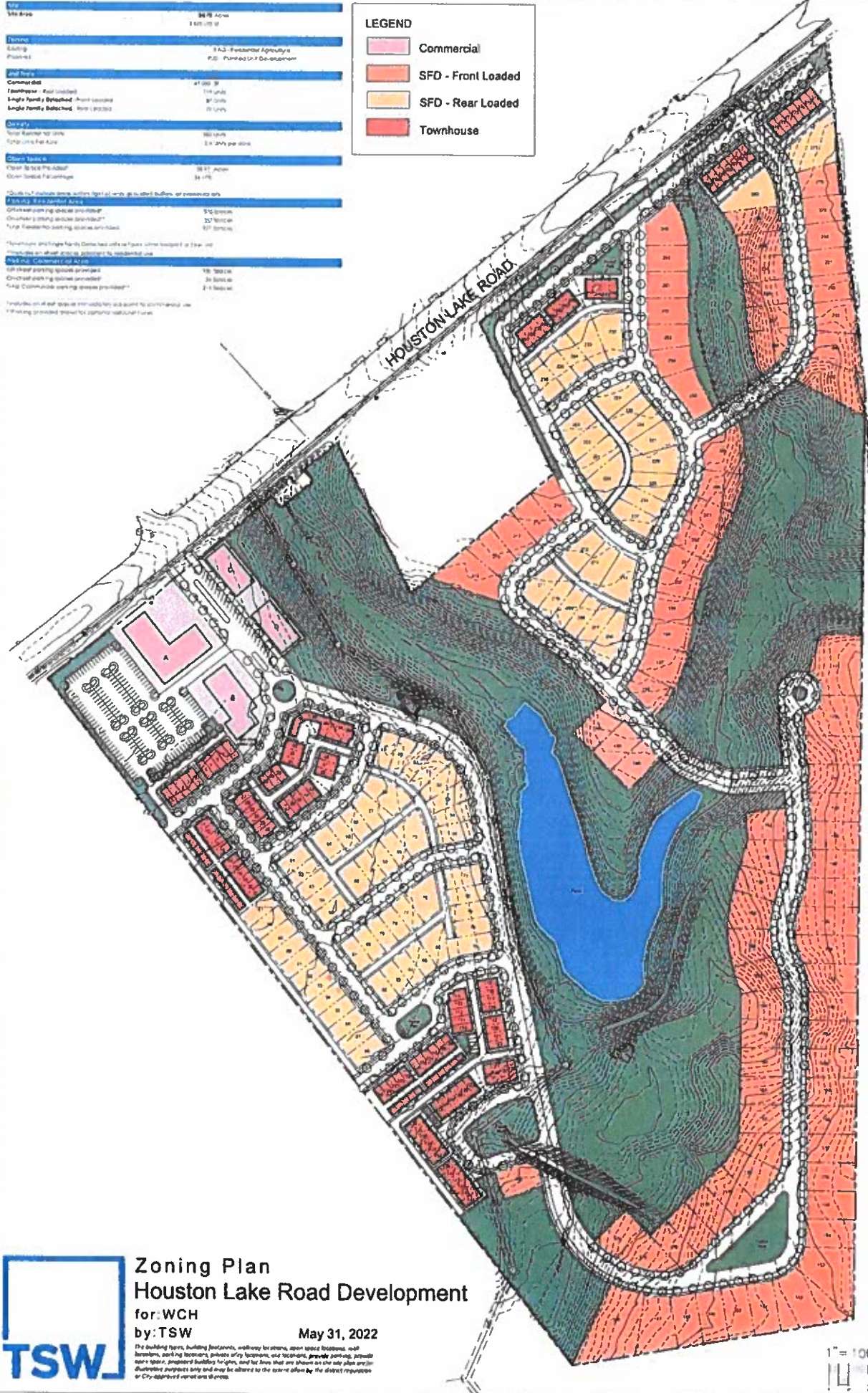




Site Area	34.78 Acres 1,497,000 sq ft
<b>Zoning</b>	
Existing	3-A2 - Residential Agriculture
Proposed	P-2 - Planned Unit Development
<b>Lot Area</b>	
Commercial	41,000 sq ft
Townhouse - Rear Loaded	110,000 sq ft
Single Family Detached - Front Loaded	87,000 sq ft
Single Family Detached - Rear Loaded	85,000 sq ft
<b>Density</b>	
Total Number of Units	86 Units
Total Units Per Acre	2.47 Units per Acre
<b>Other Data</b>	
Open Space Percentage	38.47 Percent
Open Space Footcandle	\$4.175
*Check out following items within type of units, all related buffers, or parking lots	
<b>Planning - Site Details Area</b>	
Off-street parking spaces provided	575 Spaces
On-street parking spaces provided	277 Spaces
Total Footcandle parking spaces provided	852 Spaces
*Townhouse and Single Family Detached units are figures when located in 2.5-acre lots	
*Minimum lot size for residential use is 10,000 sq ft	
<b>Planning - Commercial Lot Area</b>	
Off-street parking spaces provided	18 Spaces
On-street parking spaces provided	24 Spaces
Total Commercial parking spaces provided	42 Spaces
*Minimum lot size for commercial use is 10,000 sq ft	
*Parking provided required for optional additional units	

**LEGEND**

- Commercial
- SFD - Front Loaded
- SFD - Rear Loaded
- Townhouse



**Zoning Plan  
Houston Lake Road Development  
for: WCH  
by: TSW  
May 31, 2022**

The building types, building footprints, roadway locations, open space locations, wall locations, parking locations, priority of city locations, and placement, provide parking, provide open space, proposed building heights, and lot lines that are shown on the site plan are for illustrative purposes only and may be altered to the extent allowed by the district regulations or City-approved permit area plans.

1" = 100'



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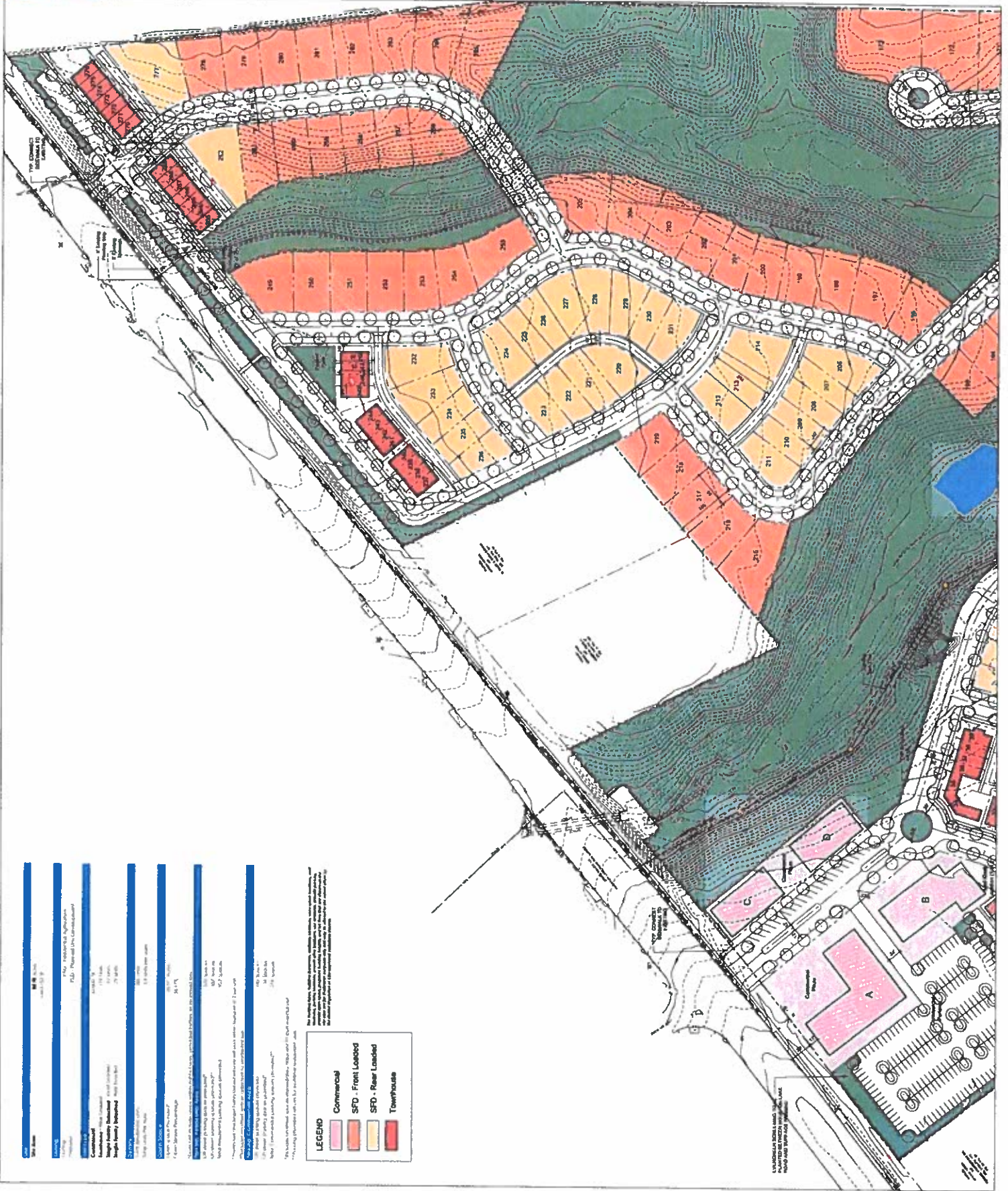
# Houston Lake Road Development - North Zoning Plan - North Perry, Georgia



THIS PLAN IS THE PROPERTY OF TSW DESIGN, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF TSW DESIGN, INC.

Houston Lake Rd  
 Development; Zoning Plan  
 Perry, Georgia  
 WCH

DATE: May 31, 2007  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]



NO.	DESCRIPTION	DATE
1	Initial Plan	5/31/07
2	Revised Plan	6/15/07
3	Final Plan	7/1/07

NO.	DESCRIPTION	DATE
1	Initial Plan	5/31/07
2	Revised Plan	6/15/07
3	Final Plan	7/1/07

NO.	DESCRIPTION	DATE
1	Initial Plan	5/31/07
2	Revised Plan	6/15/07
3	Final Plan	7/1/07

**LEGEND**

- Commercial
- SFD - Front Loaded
- SFD - Rear Loaded
- Townhouse

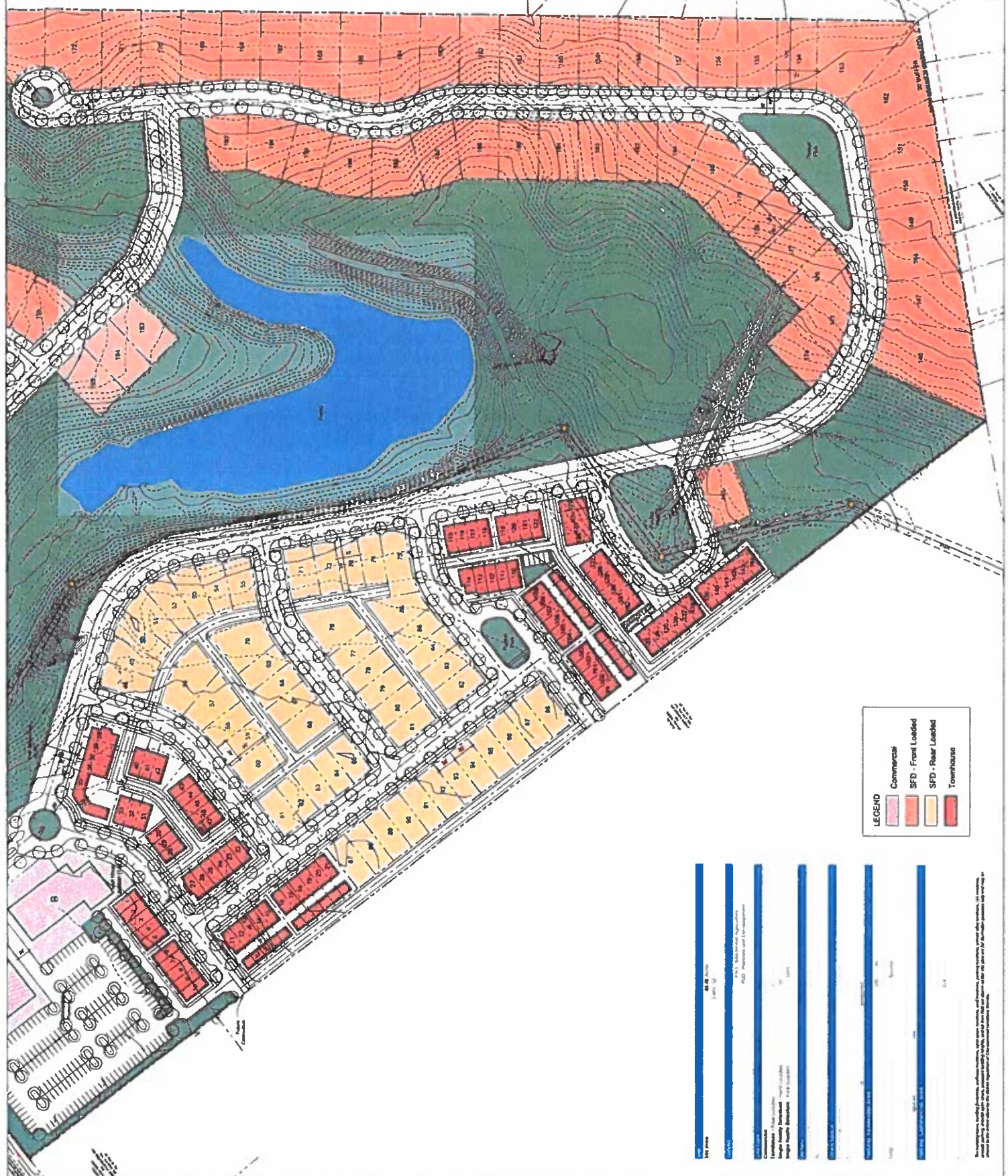
**Houston Lake Road  
 Development - South  
 Perry, Georgia**



Changes to utility easements, topography, and other features shown on this plan shall be subject to the approval of the local authority having jurisdiction over the project.

PROJECT TITLE  
 Houston Lake Rd  
 Development; Zoning Plan  
 Perry, Georgia  
 WCH

DATE OF PREPARATION  
 PROJECT NUMBER: 700  
 DRAWN BY: WCH  
 CHECKED BY: WCH  
 DATE: May 31, 2022



**LEGEND**

	Commercial
	SFD - Front Loaded
	SFD - Rear Loaded
	Townhouse

**NOTES**

1. All dimensions are in feet and inches.
2. All dimensions are to the centerline of the road.
3. All dimensions are to the centerline of the road.
4. All dimensions are to the centerline of the road.
5. All dimensions are to the centerline of the road.
6. All dimensions are to the centerline of the road.
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9. All dimensions are to the centerline of the road.
10. All dimensions are to the centerline of the road.

# PUD Standards for Houston Lake Road Development

Houston Lake Road Development // 04.18.2022

**REVISED 5/31/2022**

OP0490 061000 & 090490 062000 Rezoning Application

Perry, Georgia

## 1. Dimensional standards:

### a. Minimum lot size for each type of use

- i. SFD – Rear Loaded
  1. 4,000sf lot
- ii. SFD – Front Loaded
  1. 5,500sf lot
- iii. TH
  1. 1,200sf lot

### b. Minimum lot width for each type of use

- i. SFD – Rear Loaded
  1. 35' at ROW
- ii. SFD – Front Loaded
  1. 55' at ROW
- iii. TH
  1. 20' at ROW

### c. Setbacks for each type of use

- i. SFD – Rear Loaded
  1. Front: 10'
  2. Side: 5'
  3. Rear: 5'
- ii. SFD – Front Loaded
  1. Front: 15'
  2. Side: 5'
  3. Rear: 15'\*

\*35' rear setback shall apply to units that directly abut existing SFD units not included in this development, this includes the following units: 146-161 and 215-219.

- iii. TH
  1. Front: 10'
  2. Side: 0'
  3. Rear: 5'

### d. Minimum house size

- i. 1,300sf

### e. Proposed building heights – commercial

- i. 1 floor / 20'max

## 2. Street and ROW widths

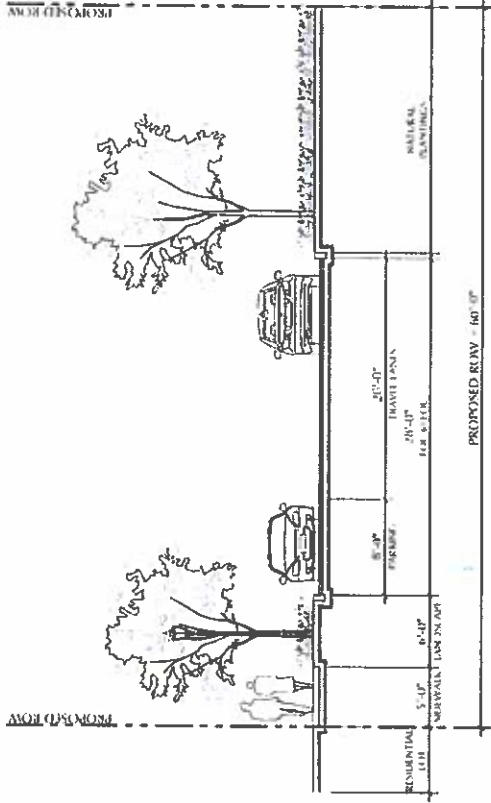
- a. Reference TYP section exhibit dated May 31, 2022
- b. Alley notes: The 20' Alley Clear Zone is provided with a 15' solid surface drive with 2.5' of compacted gravel to each side.

## 3. Standards for proposed signs – height, location, character

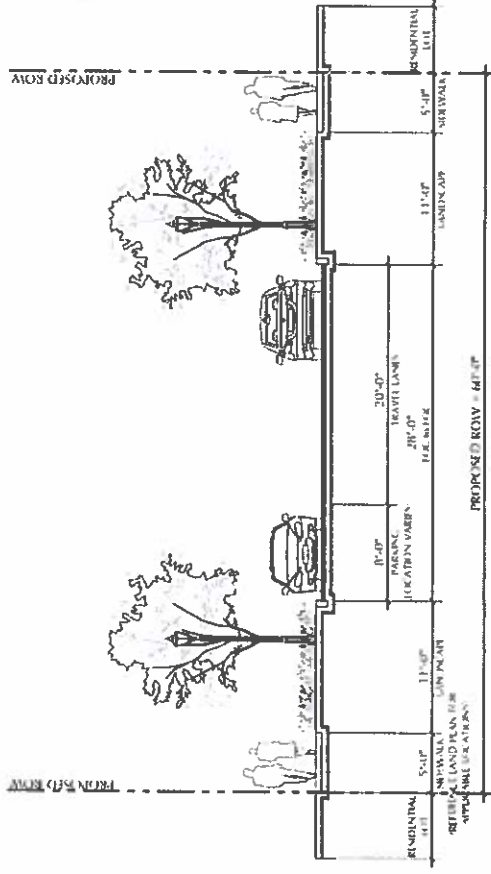
- a. Shall comply with standards established in the Land Management Ordinance for the C-3, Central Business District.

4. **Proposed allowable/restricted uses for commercial properties**
  - a. Allowable/restricted uses for commercial properties to match current C-3 regulation.
5. **Proposed building materials and character for commercial properties**
  - a. Character: Mercantile
  - b. TYP Material palette: Brick, stucco, hardy board, and stone
6. **Location, height, and material of any fences, walls, screens, plants, and landscaping**
  - a. Landscape Plan to be determined. If required for rezoning, applicant request item be listed as a condition. Landscape plans to be submitted for approval once developed.
7. Open Space: Within the open space, the developer shall construct and furnish a pocket park(s) consistent with plans to be approved by the Perry Planning Commission.
8. Sidewalks: ADA-compliant sidewalks shall be installed as indicated on the Zoning Plan (approved PUD Plan).
9. Street Trees: Street trees shall be installed as indicated on the Zoning Plan (approved PUD Plan).
10. Standards not specifically addressed for the commercial portion of the plan shall comply with C-3 district requirements; townhouse areas shall comply with RTH district standards; and single-family areas shall comply with the R-3 district standards.

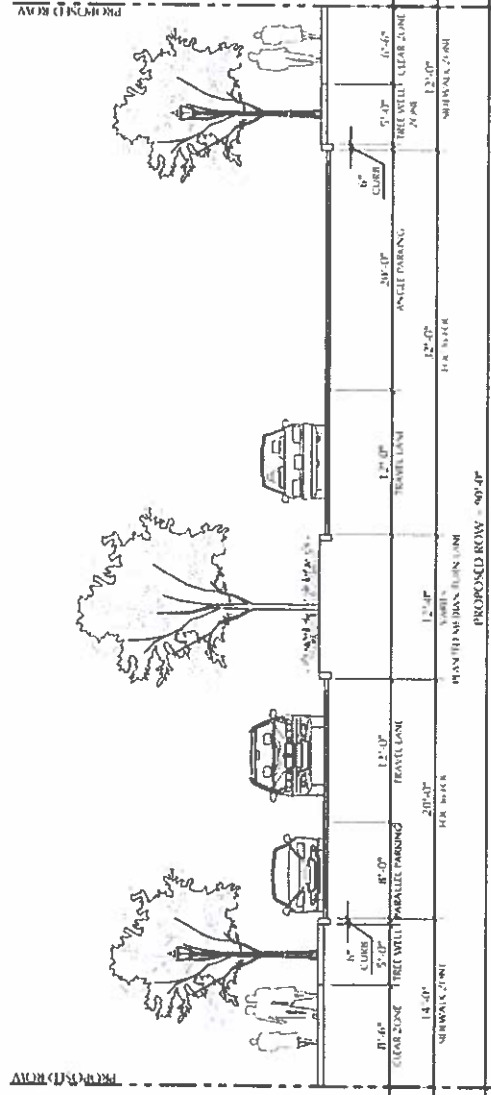
Street sections shown are for illustrative purposes only and may be altered to the extent allow by the district regulation or City-approved variations thereto



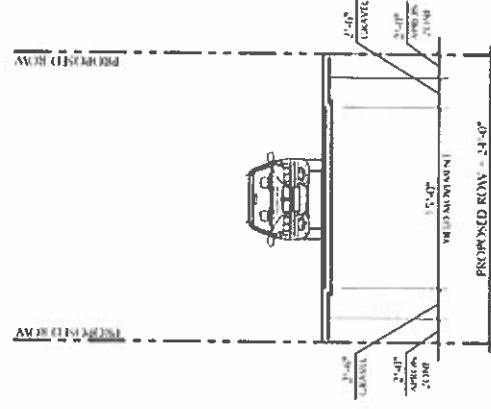
**RESIDENTIAL - PARK ADJACENT  
TYP SECTION // ST-60-28**



**RESIDENTIAL  
TYP SECTION // ST-60-28**



**COMMERCIAL  
TYP SECTION // ST-90-20/32**



**ALLEY - RESIDENTIAL  
TYP SECTION // AL-24-15**



1547 Peachtree Street NE,  
Suite 800, Georgia 30309  
Atlanta, Georgia 30309  
phone: 404.875.6730  
www.tsw-dms.com

**Houston Lake Road  
Development  
TYP. Street Sections  
Perry, Georgia**

SCALE  
1" = 10'

DESIGNED BY  
Houston Lake Rd  
Development: Sections  
Perry, Georgia

PROJECT TITLE  
Houston Lake Rd  
Development: Sections  
Perry, Georgia

DATE  
May 31, 2022



Where Georgia comes together.

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

Application # RZNE  
 #0058-2002

**Applicant/Owner Information**

\*Indicates Required Field

	*Applicant	*Property Owner
*Name	Wingate Custom Homes	AYERS FARMS INC
*Title	Organization	Organization
*Address	817 GA-247 Unit 10, Kathleen, GA 31047	1444 Sam Nunn Blvd, Perry, GA 31069
*Phone	(478) 322-0028	
*Email	info@wchhome.com	

**Property Information**

\*Street Address or Location 1824 Houston Lake Rd & 1904 HWY 127, Perry, GA 31069

\*Tax Map Number(s) 0P0490 061000 & 090490 062000

\*Legal Description  
 A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available;  
 B. Provide a survey plat of the property;

**Request**

*Current Zoning District <sup>R-AG</sup>	*Proposed Zoning District <sup>PUD</sup>
*Please describe the existing and proposed use of the property Note: A Site Plan or other information which fully describes your proposal may benefit your application.	
Existing property use appears to be limited to single family dwelling ownership. Proposed property use would be townhomes, detached single-family homes, and mixed use commercial space.	

**Instructions**

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
- \*Fees:
  - Residential - \$140.00 plus \$16.25/acre (maximum \$1,700.00)
  - Planned Development - \$160.00 plus \$16.25/acre (maximum \$3,000.00)
  - Commercial/Industrial - \$245.00 plus \$22.65/acre (maximum \$3,170.00)
- \*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. Public hearing sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
- \*The applicant must be present at the hearings to present the application and answer questions that may arise.
- \*Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes \_\_\_ No    
 If yes, please complete and submit a Disclosure Form available from the Community Development office.



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

9. Signatures:

Applicant	Date
Property Owner/Authorized Agent	Date
<i>Agencia Financiera, S.A.S.</i> By <i>[Signature]</i>	5-25-22

**Standards for Granting a Rezoning**

***The applicant bears the burden of proof to demonstrate that an application complies with these standards.***

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? **Please see attached document, "1904 HWY 127 REZONING STANDARDS COMMENTS"**

- (1) The existing land uses and zoning classification of nearby property;
- (2) The suitability of the subject property for the zoned purposes;
- (3) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;
- (4) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;
- (5) The relative gain to the public as compared to the hardship imposed upon the individual property owner;
- (6) Whether the subject property has a reasonable economic use as currently zoned;
- (7) 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;
- (8) Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property;
- (9) Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property;
- (10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;
- (11) Whether the zoning proposal will result in a use which will cause an excessive burden upon existing streets, transportation facilities, utilities, or schools; and
- (12) 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.

## 1904 HWY 127 REZONING STANDARDS COMMENTS

(1) The existing land uses and zoning classification of nearby property;

Existing land use does not include potential rezoning obstacles. Nearby properties' zoning classifications include R-3, C-2, R-AG, and PUD. Rezoning this parcel to PUD would align with past rezoning initiatives in this area.

(2) The suitability of the subject property for the zoned purposes;

The subject property is well-suited for the potential rezoning. Preliminary analysis suggests that existing soils and topography will be conducive to earth-moving operations, drainage, and construction of foundation pads and roadways.

(3) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

Under the current zoning classification, the subject property's values are severely diminished as the property cannot be developed to the extent that a PUD zoning classification would allow.

(4) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

The subject property value, along with nearby property values, are very likely to increase upon development completion. Property value destruction, if any, will be minimal.

(5) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

The subject property owner is a willing seller; no hardship will be imposed upon him. The public will enjoy additional commercial space and homeownership rates.

(6) Whether the subject property has a reasonable economic use as currently zoned;

The subject property has relatively little economic value as currently zoned when compared to potential PUD zoning economic value.

(7) 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;

According to publicly available historical satellite imagery, adjacent properties rezoning and development were completed circa 2007.

(8) Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property;

Adjacent and nearby properties' zoning classifications include R-3, C-2, R-AG, and PUD. Rezoning this property to PUD would allow potential uses and development very similar to those of the immediate area's past rezoning initiatives.

(9) Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property;

Because the proposed zoning classification will limit development standards to those of the similar, adjacent C-2 and R-3 parcels' standards, no adverse effects are expected.

(10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

The zoning proposal is in conformity with the policies and intent of the Comprehensive Plan, especially with the "Economic Development" section's goal #s 2 and 4, as well as the "Housing" section's goal #s 1 and 3. Additional businesses and housing will improve economic development opportunities and homeownership rates, respectively.

(11) Whether the zoning proposal will result in a use which will cause an excessive burden upon existing streets, transportation facilities, utilities, or schools; and

A Jan. 28<sup>th</sup> discussion with Chad McMurrilan revealed that, at the time construction operations would begin, the proposed rezoning and subsequent development would not over-burden infrastructure.

(12) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

There are no existing or changing conditions of which interested parties have been made aware that would provide additional support for approval or disapproval.



Doc ID: 016276990003 Type: GLR  
 Recorded: 11/24/2020 at 03:57:56 PM  
 Fee Amt: \$1,175.00 Page 1 of 3  
 Transfer Tax: \$1,150.00  
 Houston, Ga. Clerk Superior Court  
 Carolyn V. Sullivan Clerk

BK 8886 PG 72-74

After recording return to:

File No.: P20-450

**WALKER HULBERT GRAY & MOORE, LLP**

P. O. Box 1770 / 909 Ball Street  
 Perry, Georgia 31069  
 Attorney: JOHN W. HULBERT

STATE OF GEORGIA  
 COUNTY OF HOUSTON

**WARRANTY DEED**

THIS INDENTURE, Made the 24<sup>th</sup> day of November, in the year two thousand twenty (2020), between

- MICHAEL CHADWYCK JACOBS**, as to a 12.5% undivided interest;
- ANNALEE HANNER**, formerly known as Annalee Jacobs Thomson, as to a 12.5% undivided interest;
- KAY JACOBS ROWELL**, as to a 25% undivided interest;
- BEVERLY MALONE**, formerly known as Beverly Jacobs O'Dell, as to a 25% undivided interest; and
- MARCILLA JACOBS HEATH**, as to a 25% undivided interest

as party or parties of the first part, hereinafter called Grantor, and

**AYER'S FARMS, INC.**  
 a Georgia corporation

duly incorporated and existing under the laws of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Other Good and Valuable Considerations and Ten (\$10.00) and NO/100 ----- DOLLARS, before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey or confirm unto the said Grantee, ALL OF THE FOLLOWING DESCRIBED PROPERTY, to-wit:

All that tract or parcel of land situate, lying and being in Land Lots 110, 114 and 115 of the 10th Land District of Houston County, Georgia, and being known and designated as PARCEL 0P0490 061000, COMPRISING 81.59 ACRES; and PARCEL 0P049 062000, COMPRISING 3.19 ACRES, as more particularly shown and designated on a plat of survey entitled "RETRACEMENT SURVEY - LANDS OF KAY J. ROWELL" prepared by Spencer H. Johnson, Georgia Registered Land Surveyor No. 3171, dated November 4, 2020 and recorded in Plat Book 82, Page 56, Clerk Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto.

This conveyance is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

**Deed References:** Deed Book 1428, Page 575; Deed Book 1428, Page 574; Deed Book 1428, Page 573; Deed Book 1428, Page 572; and in Deed Book 1428, Page 571, said Clerk's Office

**Houston County Tax Map Parcel Nos.:** P0490 061000 and P0490 062000

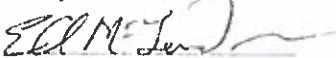
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

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

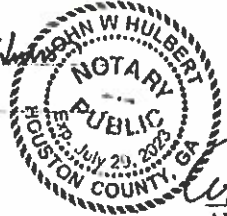
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

  
MICHAEL CHADWYCK JACOBS (Seal)

Signed, sealed and delivered in the presence of:

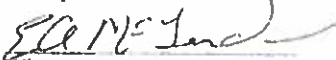
  
Witness


  
Notary Public  
My Commission Expires: \_\_\_\_\_  
(Notary Seal)

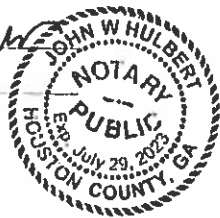


  
ANNALEE HANNER, formerly known as Annalee Jacobs Thomson (Seal)

Signed, sealed and delivered in the presence of:

  
Witness

  
Notary Public  
My Commission Expires: \_\_\_\_\_  
(Notary Seal)



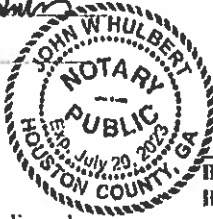
[ADDITIONAL SIGNATURES ON NEXT PAGE]

Kay Jacobs Rowell (Seal)  
KAY JACOBS ROWELL

Signed, sealed and delivered  
in the presence of:

ECON L  
Witness

John W Hulbert  
Notary Public  
My Commission Expires:  
(Notary Seal)

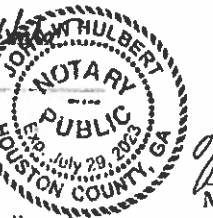


Beverly Malone (Seal)  
BEVERLY MALONE, formerly known as  
Beverly Jacobs O'Dell

Signed, sealed and delivered  
in the presence of:

ECON L  
Witness

John W Hulbert  
Notary Public  
My Commission Expires:  
(Notary Seal)



Marcilla Jacobs Heath (Seal)  
MARCILLA JACOBS HEATH

Signed, sealed and delivered  
in the presence of:

ECON L  
Witness

John W Hulbert  
Notary Public  
My Commission Expires:  
(Notary Seal)



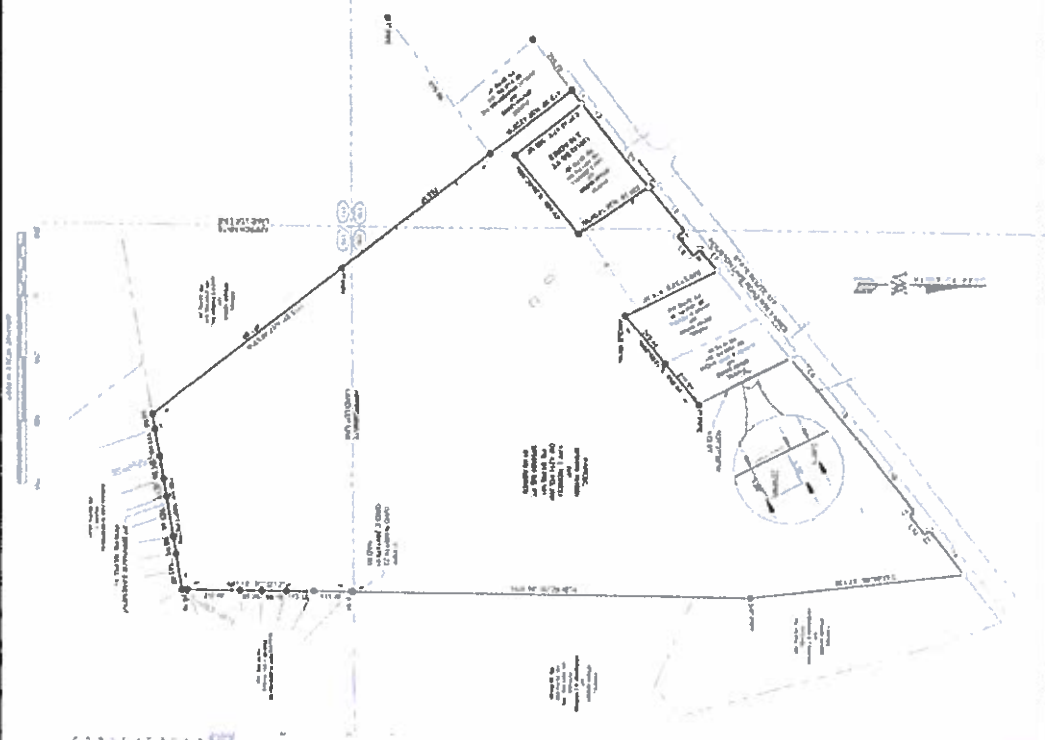
STATE OF GEORGIA  
 HARRISON PLATT  
 No. 1502034100  
 Fee: \$1000 Page: 1 of 1  
 BK 82 PG 56

CD	DESCRIPTION	AREA	THICK	DATE
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2	RETRACED	1.1122		
3	RETRACED	1.1122		
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20	RETRACED	1.1122		

**CERTIFICATION**

The State of Georgia requires that all land surveyors...  
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original...  
 HARRISON PLATT  
 State of Georgia  
 Surveyor  
 No. 1502034100



**VICINITY MAP**



**MISCELLANEOUS NOTES**

1. This survey was conducted in accordance with the Georgia Surveying Act of 1997...  
 2. The survey was conducted on the 15th day of August, 2011...  
 3. The survey was conducted by Harrison Platt, State of Georgia Surveyor No. 1502034100...

**LEGEND OF SYMBOLS**

Symbol	Description
—	Survey Boundary
- - -	Adjacent Property Boundary
○	Survey Station
●	Adjacent Property Station
△	Survey Station
□	Survey Station
◇	Survey Station
×	Survey Station
+	Survey Station
•	Survey Station
◊	Survey Station
◈	Survey Station
◉	Survey Station
◊	Survey Station
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◈	Survey Station
◉	Survey Station

1 of 1 Date: 11-14-20 Sheet: 1 of 1	RETRACEMENT SURVEY LANDS OF <b>KAY J ROWELL</b> LAND LOTS 145 114 & 115 NORTHLAND DISTRICT HOUSTON COUNTY GEORGIA	<b>WELLSTON ASSOCIATES          LAND SURVEYORS, LLC</b> 1105 EASTMAN TULLIS AVE SUITE 100 HOUSTON, GEORGIA 30309 404.444.4444 www.wellstonassociates.com	Revision No. Description 1. Initial Survey
	Prepared By: HRP Drawn By: HRP Checked By: HRP Date: 11/14/20	State of Georgia Surveyor No. 1502034100	State of Georgia Surveyor No. 1502034100



Where Georgia comes together.

**Summary for Zoning Case: TEXT-0049-2022**

Highlights of Text Amendment:

- Establishes an RTH, Residential Townhouse District
- Establishes minimum lot area, lot width, maximum building coverage, maximum height, and minimum setbacks for the overall development in the RTH district
- Establishes maximum density of six dwelling units per acre in the RTH district
- Establishes minimum house size
- Outside of a PUD or a form-based zoning district, townhouse development permitted only in RTH and Downtown Development Overlay District
- Maintains current minimum lot area and width for individual townhouse lots
- Updates standards for townhouses to address:
  - Common open space and its location
  - Parking – rear-loaded garages/driveways only
  - Sidewalks – required on both sides of internal streets
  - Architectural standards – materials, varied design of individual facades

**Planning Commission Recommendation:**

**Approval**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA, FOR THE PURPOSE OF AMENDING APPENDIX A, THE LAND MANAGEMENT ORDINANCE, OF THE CODE OF THE CITY OF PERRY, TO PROVIDE FOR A RESIDENTIAL TOWNHOUSE DISTRICT; TO REPEAL ALL CODE PROVISIONS, ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES**

**THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Land Management Ordinance of the Code of the City of Perry is amended as follows:**

1.

By amending **Section 1-13 – Definitions**, to revise the definition of “*dwelling, single-family attached (townhouse)*” to read as follows:

*Dwelling, single-family attached (townhouse)* means a group of three (3) or more attached dwelling units each located on a separate lot in which each unit extends from foundation to roof and with a yard or public way on not less than two sides. This use type is regulated under the “household living” use category in article 4. use regulations.

2.

By amending **Section 3-2.2 – Establishment of zoning districts and specific purposes**, by adding a new subsection (X) *RTH, Residential Townhouse District*, said section to read as follows:

(X) *RTH, Residential Townhouse District*. The RTH zoning district is intended for townhouse dwellings with a maximum density of 6 units per acre in areas where public water supply and sewerage facilities are available or can be obtained and where there is convenient access to collector streets, arterial streets, or state highways. This zoning district is intended exclusively for townhouse dwelling units, customary accessory uses and structures.

3.

By amending **Section 4-1.2 – Table of uses**, to replace **Table 4-1-1, Table of Uses**, with a revised table, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference.

4.

By amending **Section 4-3.1 – Residential Uses**, by replacing subsection (A) *Townhouse* to read as follows:

- (A) *Townhouse*. Within the districts permitting townhouses, the following requirements shall apply:
- (1) Minimum lot area. For fee-simple townhouses, each lot shall have a minimum area of 2,000 square feet.
  - (2) Minimum lot width. Each individual townhouse lot shall have a minimum width of 20 feet. The minimum lot width for a townhouse development is 110 feet.
  - (3) Maximum building coverage. Building coverage shall not exceed 80% of any individual townhouse lot. Maximum building coverage of an overall townhouse development is 40%.
  - (4) Minimum townhouse square footage. The minimum heated floor area for a townhouse unit shall be 1,200 square feet.
  - (5) Units per building. There shall be at least three (3) units and no more than eight (8) units per building of attached townhouse units.



- (6) Building separation. Townhouse buildings shall be separated by a minimum of 20 feet. Architectural features, such as chimneys, eaves, sills, cornices, and corbels, may be allowed to extend up to two (2) feet into the building separation requirement.
- (7) Building orientation. The front of a townhouse shall not face the rear of another dwelling structure within the development or on adjoining properties unless differences in terrain and elevation would provide effective visual separation.
- (8) Common open space.
  - a. A minimum of 30 percent of the overall townhouse development land area shall be provided as common open space. The open space shall include pocket greenspaces such as parks, squares, courtyards, community gardens or similar usable common areas.
  - b. At least 60 percent of all townhouse units shall face or be located within 200 feet of a pocket greenspace.
  - c. The minimum size of an individual pocket greenspace shall be 8,000 square feet with a minimum dimension of 40 feet.
  - d. The average size of all pocket greenspace within a townhouse development shall be 1,000 square feet per townhouse unit in the development.
  - e. Surface stormwater facilities shall not be placed in a pocket greenspace.
  - f. Common open space shall be owned and maintained by a homeowners' association.
  - g. The required common open space and pocket greenspace may be reduced or waived by the Planning Commission if the townhouse development is in the Downtown Development Overlay District and is located within one-quarter ( $\frac{1}{4}$ ) mile walking distance of a public park.
- (9) Parking.
  - a. The minimum number of parking spaces for each townhouse unit shall be two (2) primary spaces, excluding garages, plus 0.25 spaces per townhouse for guest parking. Primary parking spaces shall be located within 100 feet of the townhouse they are intended to serve. Guest parking spaces shall be located no more than 400 feet from any townhouse unit.
  - b. All townhouses shall be designed with a rear entry garage and driveway accessed via a street, alley, or private common driveway. Garages and driveways shall not be located on the front elevation or accessed from the front of the lot.
  - c. Except for tapered aprons, driveway widths shall not be expanded beyond the width of the garage face.
  - d. Parking of boats, RV's, trailers, and utility trailers shall be prohibited in a townhouse development unless an area specially designated for such parking is provided. Such parking area shall be in addition to the minimum number of parking spaces required.
- (10) Sidewalks. ADA compliant sidewalks shall be provided within the public right-of-way on both sides of all streets in a townhouse development. Pocket greenspaces shall be accessible via ADA compliant sidewalks.
- (11) Architectural standards.
  - a. There shall be a minimum of three different exterior elevations in a townhouse development.
  - b. No more than two contiguous dwellings that form a part of a single building shall have the same setback or roof line. Said setback and roof line shall be varied by a minimum of two (2) feet.
  - c. Required exterior building materials shall be brick, stone, and/or natural wood or fiber cement siding. Split-faced concrete block, stucco, or granite block may be used on no more than 20 percent of any elevation.
  - d. Material or color changes should occur at a change of plane.
  - e. Private, usable open space, such as balconies, decks, patios, etc., shall be provided contiguous to each dwelling unit. The area of such open space provided for each unit shall not be less than ten (10) percent of the floor area of the unit served. The location and number of square feet shall be clearly indicated on the site plan. Private open space shall not count toward the required common open space.

- f. Windows shall be provided on the side elevation of end units in a townhouse building.

5.

By amending Section 5-1.1 – Single- and two-family residential dwelling units. to replace Table 5-1-1, Minimum Lot Area and Lot Width, Minimum House Size, Maximum Density, and Maximum Lot Coverage\* with the following table:

Table 5-1-1: Minimum lot area, lot width, and maximum lot coverage for single- and two-family dwellings*				
	Minimum Lot Area (Sq. Feet)	Minimum Lot Width (Measured at Building Line)	Minimum House Size (Heated Sq. Feet) <sup>6</sup>	Maximum Lot Coverage of Buildings (Percent)
<b>R-Ag Residential-Agricultural</b>	5 acres	300'	1,200	25
<b>R-1 Single-Family Residential</b>	15,000 <sup>1,3,4</sup>	90'	1,200	25
<b>R-2A Single-Family Residential</b>	12,000 <sup>1,3,4</sup>	80'	1,200	25
<b>R-2 Two-Family Residential</b>				
Single-family detached	12,000 <sup>1,3,4</sup>	80'	900	25
Two-Family (Duplex)	10,000 <sup>1,3,4</sup>	85'	n/a	25
<b>R-3 Multi-Family Residential<sup>7</sup></b>				
Single-family detached	9,000 <sup>1,3,4</sup>	70'	900	35
Two-Family (Duplex)	8,000 <sup>1,3,4</sup>	75'	n/a	35
Multi-Family Dwellings	See Table 5-1-2			
<b>RTH Residential Townhouse</b>	2,000 <sup>2</sup>	20'	1,200	80
<b>R-MH Residential Manufactured Homes</b>				
Single-family detached	9,000 <sup>3,4</sup>	70'	n/a	35
Manufactured home subdivision <sup>5</sup>	9,000 <sup>3,4</sup>	70'	n/a	35
Manufactured home park	See Section 4-3.1(B)			
<p>1 New lots abutting platted residential lots may have larger minimum size requirements. See Section 5-1(A)(1) below.</p> <p>2 The minimum area for a townhouse development in RTH is 10,000 square feet.</p> <p>3 Lots served by private septic tank and well shall be a minimum area of 63,340 square feet and width of 150 feet.</p> <p>4 Lots served by private septic tank and public water shall be a minimum area of 32,670 square feet and width of 100 feet.</p> <p>5 The minimum area for a manufactured home subdivision is ten (10) acres.</p> <p>6 House size less than the minimum may be allowed by Special Exception.</p> <p>7 The R-3 standards apply to non-residential zoning districts which allow residential uses.</p> <p>*See Appendix A for requirements in Form Based Code districts.</p>				

6.

By amending Section 5-1.2 – Multifamily residential dwelling units. to replace Table 5-1-2, Multi-Family Residential Maximum Density, Minimum Lot Width, and Maximum Lot Coverage (All multi-family residential developments exceeding six (6) units require a special exception) with the following table:

Table 5-1-2: Multi-Family Residential maximum density, lot width, and maximum lot coverage (All multi-family residential developments exceeding 6 units requires a special exception)			
Zoning District	Maximum Dwelling Units per Acre	Minimum Lot Width (measured at building line)	Maximum Lot Coverage of Buildings (Percent)
R-3, RMH	8	85	40
RTH	6	110	40
LC, OC, IN	12	85	40
C-1, C-2	20	85	40
C-3	No maximum	0	100
IMU, MUC, NMU, FBR	See Appendix A for requirements in Form Based Code districts.		

By amending Section 5-2.1 – Minimum building setbacks, to replace Table 5-2-1, Minimum Building Setbacks with the following table:

Zoning District	Front Yard		Rear Yard	Side Yard		
	Arterial/ Collector Streets	Minor Streets		Interior Lot	Corner Lot	
					Arterial/ Collector Streets	Minor Streets
R-Ag Residential-Agricultural	50'	50'	25'	15'	50'	50'
R-1 Single-Family Residential	40'	30'	35'	10'	40'	30'
R-2A Single-Family Residential	40'	25'	25'	8'	40'	25'
R-2 Two-Family Residential	40'	25'	25'	8'	40'	25'
R-3 Multi-Family Residential						
One- and two-family	40'	25'	25'	8'	40'	25'
Multifamily	40'	25'	25'	a	40'	25'
RTH Residential Townhouse	40'	25' <sup>4</sup>	25' <sup>4</sup>	10' <sup>4</sup>	40'	25'
RMH Residential Manufactured Home						
Multifamily	40'	25'	25'	8'	40'	25'
Individual manufactured homes	40'	25'	25'	8'	40'	25'
Manufactured home parks	(See Section 4-3.1(8))					
C-1 Highway Commercial District						
Residential	40'	25'	25'	a	40'	25'
Commercial or mixed-use	40'	25'	b	b	40'	25'
C-2 General Commercial District <sup>3</sup>						
Residential	40'	25'	25'	a	40'	25'
Commercial or mixed-use	40'	25'	b	b	40'	25'
C-3 Central Business District (CBD)						
Residential	10'	10'	b	b	10'	10'
Commercial or mixed-use	none	none	b	b	none	none
LC Limited Commercial District <sup>3</sup>	40'	25'	b	b	40'	25'
OC Office Commercial District <sup>3</sup>	40'	25'	b	b	40'	25'
IN Institutional District <sup>3</sup>	40'	25'	b	b	40'	25'
M-1 Wholesale & Light Industrial	50'	50'	b	b	50'	50'
M-2 Industrial	50'	50'	b	b	50'	50'

a. Eight (8) feet plus two (2) additional feet for each story (floor) above two (2) stories, but not exceeding twenty (20) feet; and when dwelling unit faces side yard, the dwelling unit shall not be less than twenty (20) feet from the side lot line.

b. None, except when abutting residential district and then not less than twenty-five (25) feet.

1 See Appendix A for requirements in Form Based Code districts

2 Setbacks for accessory structure are 5 feet from rear and interior side property lines, unless the otherwise required setback listed above is less. (Also see Sec. 4-4.2(E))

3 Single- and two-family dwellings in nonresidential districts shall comply with the setbacks established for such uses in the R-3 zoning district.

4 A 25' building setback is required along the external side and rear boundaries of a townhouse development. The minimum front setback for townhouses abutting a pocket greenspace is 10'.

By amending **Section 5-5 (B) – Maximum building height**, to replace **Table 5-5-1, Maximum Building Height** with the following table:

Table 5-5-1: Maximum building height*	
Zoning District and Use	Maximum Building Height (in feet)
Single-family and two-family residential in any district	35
Non-residential uses in R-Ag, R-1, R-2, R-2A, R-3 and RMH	40
Multi-family residential in R-3	40
RTH	40
C-1, C-2	50
C-3, LC, OC, IN	40
M-1, M-2	50
IMU, MUC, NMU, FBR	See Appendix A for requirements in Form Based Code districts.
*Maximum building height for accessory structures is provided in Section 4-4.2(E).	

**BE IT FURTHER ORDAINED** that all ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed; and that should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of this governing authority.

**SO ENACTED this 21<sup>st</sup> day of June, 2022.**

**CITY OF PERRY, GEORGIA**

By: \_\_\_\_\_  
Randall Walker, Mayor

Attest: \_\_\_\_\_  
Annie Warren, City Clerk

1<sup>st</sup> Reading: June 7, 2022  
2<sup>nd</sup> Reading: June 21, 2022

## EXHIBIT "A", 001

Table 4-1.1: Table of Uses

Key: "P" = Permitted Use; "S" = Special Exception Use; "C" = Conditional Use; Blank Cell = Prohibited Use

Use Category	Use Type	Zoning Districts																Form Based Code <sup>2</sup>				Additional Regulations (Sections)	
		Residential								Nonresidential								IMU	MUC	NIMU	FBR		
		R-AG	R1	R2A	R2	R3	RTH	RMH	OC	IN	C1	C2	C3	LC	M1	M2	GU						
<b>Residential Uses</b>																							
Household Living	Single Family dwelling, detached	P	P	P	P	P		P	P	P		P		P					S	P	P		
	Single Family dwelling, attached		P <sup>4</sup>		P <sup>4</sup>	P <sup>4</sup>	P					P <sup>4</sup>	P					P	P	P	P	4-3.1(A)	
	Two Family dwelling				P	P		P	P	P		P	P					P	P	P	P		
	Multi-family dwelling < 7 units					P		P	P	P	P	P	P	P				P	P	P	P		
	Multi-family dwelling > 6 units					S		S	S	S	S	S	S	S				P	S	S	S		
	Manufactured home	P						P															
	Manufactured home park							P														4-3.1(B)	
	Manufactured home subdivision							P															
	Dwelling in a commercial building								C	C	C	C	C	C	C	C		P	P	P		4-3.1(C)	
Family personal care home	P	P	P	P	P	P	P	P	P	P	P		P				P	P	P	P			
Group Living	Boarding house									P	P <sup>1</sup>												
	All other uses					S		P	P	P	P					P	P	P					
Accessory Use	Residential Business	S	S	S	S	S	S	P	P	P	P	P	P				P	P	P	S	4-4.3(D)		
<b>Public and Institutional Uses</b>																							
Community Service	All Uses	S	S	S	S	S		S	P	P	P	P	P	P			P	P	P	P	S		
Day Care	Child learning center (19+ persons)	S			S	S		S	P	P		P						P	P	P			
	Group daycare home (7-18 persons)	S			S	S		S	P	P		P		P				P	P	P			
	Preschool	S			S	S		S	P	P	P	P	P	S				P	P	P	P		
Education	Business school								S	S	P	P	P					P	P				
	College or university								P	P	P	P						P	P	P	P		
	School, public or private	S	S	S	S	S		S	P	P	P	P						P	P	P	P		
	Trade school										P						P	P	P	P	P		
Government	Detention facility																			P			
	Emergency response facility										P	P					P	P	P				
	Maintenance, storage, and distribution facility																P	P	P				
	Police substation										P	P	P	P	P	P	P	P	P	P			
	Post office										P	P						P					

**EXHIBIT "A", 002**

Use Category	Use Type	Zoning Districts																Additional Regulations (Sections)					
		Residential							Nonresidential							Form Based Code <sup>2</sup>							
		R-Ag	R1	R2A	R2	R3	RTH	RMH	OC	IN	C1	C2	C3	LC	M1	M2	GU		IMU	MUC	NMU	FBR	
Health Care	Hospital								P	P	P												
	Medical facility other than hospital								P	P	P	P	P	P									
Institutions	Religious institution	S	S	S	S	S		S	P	P	P	P	P	S					P	P	P	S	
	Congregate personal care home								P	P		P								P			
	Alternative/post incarceration facility										S							P					
	Rehabilitation facility										P	P <sup>1</sup>						P	P				
	All other uses								P	P	P	P							P				
Parks and open space	Cemetery, columbarium, mausoleum	S							P	P	P	P	P					P	P	P			4-3.2(A)
	Community Garden	P	S	S	S	S		S	P	P	P	P	S	P	P			P	P	P	P	P	
	Golf course	S	S	S	S	S		S			P							P	P	P			
	Park	P	P	P	P	P		P	P	P	P	P	P	P				P	P	P	P	P	
Transportation Terminals	Airport/heliport/landing strip																P	P					
	All other uses										P					P	P		P				
Utilities	Communication tower, freestanding	S							P	P	P	S				P	P	P	P				4-3.2(B)
	Communication tower on existing structure								P	P	P	P	P	P	P	P	P	P	P	P			4-3.2(B)
	Utility, major	S	S	S	S	S		S			P					P	P	P	P	P	P	S	
	Utility, minor	S	S	S	S	S		S			P	P				P	P	P	P	P	P	S	
<b>Commercial Uses</b>																							
Eating Establishments	Brewpub										P	P	P						P	P	P		
	Drive-in restaurant										P												
	Restaurant with drive-through window										P	P							P	P	S		
	Restaurant with indoor and outdoor seating and/or food service areas										P	P	P	S					P	P	P		
	Restaurant with indoor seating only										P	P	P	S					P	P	P		
	Restaurant with no seating										P	P	P						P	P	P		
Offices	All uses								P	P	P	P	P	S				P	P	P	P		
Outdoor Entertainment	All uses										P	S <sup>1</sup>							P	P			
Parking, commercial	Parking lot								P	P	P	P	P					P		P	S		
	Parking structure								S	S	P	P	P					P	P	P	S		

**EXHIBIT "A", 003**

Use Category	Use Type	Zoning Districts																	Additional Regulations (Sections)		
		Residential							Nonresidential							Form Based Code <sup>2</sup>					
		R-Ag	R1	R2A	R2	R3	RTH	RMH	OC	IN	C1	C2	C3	LC	M1	M2	GU	IMU		MUC	NMU
Retail Sales and Services	Automobile parts store										P	P						P	P	P	
	Bank, financial institution, ATM										P	P	P	S	P			P	P	P	
	Bar, nightclub										P	P	P					P	P	P	
	Barber shop, beauty shop										P	P	P	P				P	P	P	
	Casino or gambling establishment										C										4-3.3(C)
	Civic club											P	P					P	P		
	Convenience store											P	P					P	P	S	4-3.3(A)
	Convention and exhibition facility											P					P	P			
	Event venue	S										P	P	P				P	P	P	
	Farmers' market	S										P	P	P	S			P	P	S	
	Flea market											P				P					
	Fortune telling											P									
	Funeral home, mortuary								P	P		P						P	P	P	
	Grocery store											P	P					P	P	P	
	Health club, spa								P	P	P	P	P					P	P	P	
	Indoor entertainment facility, general											P	P	S				P	P	P	
	Kennel or veterinary clinic, indoor and outdoor											P	P				P	P	P		
	Kennel or veterinary clinic, indoor only											P	P					P	P	P	
	Landscape nursery											P				P					
	Liquor store											P	P <sup>1</sup>					P			
	Photography, art, dance studio or gallery												P	P	S			P	P	P	S
	Personal services, all other											P	P <sup>1</sup>	P <sup>3</sup>	S <sup>3</sup>			P <sup>3</sup>	P <sup>3</sup>	P <sup>3</sup>	
	Prefabricated building display and sales											P				P		P	S		
	Retails sales and services, all other											P	P <sup>1</sup>	P <sup>3</sup>	S <sup>3</sup>	P	P	P <sup>3</sup>	P <sup>3</sup>	P <sup>3</sup>	
	Retail tenant exceeding 35,000 square feet											P	S					P	P		6-6.2
	Sexually oriented business											P				P	P				4-3.3(E)
Shopping center exceeding 50,000 square feet											P	P					P	P		6-6.2	





**EXHIBIT "A", 005**

Use Category	Use Type	Zoning Districts																Additional Regulations (Sections)					
		Residential								Nonresidential									Form Based Code <sup>2</sup>				
		R-Ag	R1	R2A	R2	R3	RTH	RMH	OC	IN	C1	C2	C3	LC	M1	M2	GU		IMU	MUC	NMU	FBR	
Research and development	All uses								P		P	P	S		P	P		P	P	P			
Warehouse and freight movement	Outdoor storage lot										C				C	C		P	S				6-3.7(A)
	Truck or freight terminal										P				P	P		P					
	Warehouse														P	P							
Waste services	Junk yard															S							6-3.7(A)
	Recycling drop-off center														P	P	P						
	Waste disposal or treatment operation														S	S	P						
Wholesale sales	All uses														P	P		P					

1 – These uses are not permitted in the Downtown Development Overlay District. For "Personal services, all other" and "Retail sales and services, all other", the limitation applies only to massage parlors that are not part of a "health club/spa" or "medical facility other than hospital" and tattoo establishments.  
 2 – Uses in the Form Based Code districts are subject to standards of the Form Based Code in Appendix A of this chapter.  
 3 – Massage parlors that are not part of a "health club/spa" or "medical facility other than hospital" and tattoo establishments are not permitted.  
 4 – Townhouses are permitted only within the Downtown Development Overlay District within these base zoning districts.



Where Georgia comes together.

**STAFF REPORT**

From the Department of Community Development  
May 5, 2022

**CASE NUMBER:** TEXT-0049-2022  
**APPLICANT:** The City of Perry  
**REQUEST:** Modifications to Land Management Ordinance to establish a townhouse zoning district and to modify townhouse development standards. Sections of the Land Management Ordinance being modified are 3-2.2, 4-1.2, 4-3.1, 5-1.1, 5-1.2, 5-2.1, and 5-5.

**STAFF ANALYSIS:** Over the past few months, the City of Perry has experienced increased interest by developers to build townhome developments. Until recently, townhomes have not been proposed often, and there are very few townhome projects within the City of Perry. As the City is receiving more proposals for townhomes, planning staff has recognized a need to create a separate townhouse zoning district and establish more detailed standards for townhouse developments in the City of Perry. These proposed standards are intended to encourage townhouse developments that suit the character of Perry and provide a high-quality neighborhood atmosphere. The proposed amendment is consistent with the direction provided by the Planning Commission in its February and March Work Sessions.

**Highlights of the text amendment:**

- Establishes an RTH, Residential Townhouse District
- Establishes minimum lot area, lot width, maximum building coverage, maximum height, and minimum setbacks for the overall development in the RTH district
- Establishes maximum density of six dwelling units per acre in the RTH district
- Establishes minimum house size
- Outside of a PUD or a form-based zoning district, townhouse development permitted only in RTH and Downtown Development Overlay District
- Maintains current minimum lot area and width for individual townhouse lots
- Updates standards for townhouses to address:
  - Common open space and its location
  - Parking – rear-loaded garages/driveways only
  - Sidewalks – required on both sides of internal streets
  - Architectural standards – materials, varied design of individual facades

**STANDARDS FOR GRANTING A TEXT AMENDMENT:**

1. Whether, and the extent to which, the proposed amendment is consistent with the Comprehensive Plan.  
The goal of the Housing Element of the 2022 Joint Comprehensive Plan is to “Provide for a variety of housing types and densities throughout Houston County”.
2. Whether, and the extent to which, the proposed amendment is consistent with the provisions of this chapter and related city regulations.

The proposed amendment is consistent with the format of the Land Management Ordinance.

3. Whether, and the extent to which, there are changed conditions from the conditions prevailing at the time that the original text was adopted.

Since the current standards for townhouse development were originally established, development patterns in Perry have changed. The standards for townhouse development are being modified to address current expectations for all development in the City.

4. Whether, and the extent to which, the proposed amendment addresses a demonstrated community need.

As the demand for various housing types continues, the standards for townhouses need to be consistent with the values and expectations of the community.

5. Whether, and the extent to which, the proposed amendment is consistent with the purpose and intent of the zoning districts in this chapter, will promote compatibility among uses, and will promote efficient and responsible development within the city.

The Purpose and Intent of the Land Management Ordinance include:

- Prevent the overcrowding of land, to avoid undue concentration of population, and to lessen congestion in the streets.
- Promote quality housing, preserve neighborhoods, and encourage a diversity of housing options.
- Encourage appropriate urban development and redevelopment.
- Regulate the density and distribution of populations and the uses of buildings, structures, and land for trade, industry, residence, recreation, agriculture...
- Facilitate the adequate provision or availability of ... affordable housing... to enhance the health safety, and welfare of its citizens.

6. Whether, and the extent to which, the proposed amendment will result in logical and orderly development pattern.

In addition to updated development standards to address density, character, and open space, the amendment establishes a new townhouse zoning district. City Council will have more control over the location of townhouse developments.

7. Whether, and the extent to which, the proposed amendment will result in beneficial impacts on the natural environment and its ecology, including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, and wetlands.

The amendment establishes standards which will provide a more even distribution of open space and usable pocket greenspaces throughout the development.

8. Whether, and the extent to which, the proposed amendment will result in development that is adequately served by public facilities and services (roads, potable water, sewerage, schools, parks, police, fire, and emergency medical facilities).

City Council will be able to evaluate the impact of townhouse developments on public facilities and services with individual zoning applications.

**STAFF RECOMMENDATION:** Staff recommends approval of the proposed text amendment.

**PLANNING COMMISSION RECOMMENDATION:** Following an informational hearing held on May 9, 2022, the Planning Commission recommends approval of the proposed text amendment.

  
Eric Z. Edwards, Chairman, Planning Commission

5/11/22  
Date

**PROPOSED TEXT AMENDMENT:**

**PROPOSED TEXT AMENDMENT:**

**Add subsection (X) to Sec. 3-2.2**

**3-2.2. Establishment of zoning districts and specific purposes.**

- (X) *RTH, Residential Townhouse District.* The RTH zoning district is intended for townhouse dwellings with a maximum density of 6 units per acre in areas where public water supply and sewerage facilities are available or can be obtained and where there is convenient access to collector streets, arterial streets, or state highways. This zoning district is intended exclusively for townhouse dwelling units, customary accessory uses and structures.

**Replace Sec. 4-3.1 (A) as follows:**

- (A) *Townhouse.* Within the districts permitting townhouses, the following requirements shall apply:
  - (1) Minimum lot area. For fee-simple townhouses, each lot shall have a minimum area of 2,000 square feet.
  - (2) Minimum lot width. Each lot shall have a minimum width of 20 feet.
  - (3) Maximum building coverage. Building coverage shall not exceed 80% of any individual lot.
  - (4) Minimum townhouse square footage. The minimum heated floor area for a townhouse unit shall be 1,200 square feet.
  - (5) Units per building. There shall be at least three (3) units and no more than eight (8) units per building of attached townhouse units.
  - (6) Building separation. Townhouse buildings shall be separated by a minimum of 20 feet. Architectural features, such as chimneys, eaves, sills, cornices, and corbels, may be allowed to extend up to two (2) feet into the building separation requirement.
  - (7) Building orientation. The front of a townhouse shall not face the rear of another dwelling structure within the development or on adjoining properties unless differences in terrain and elevation would provide effective visual separation.
  - (8) Common open space.
    - a. A minimum of 30 percent of the overall townhouse development land area shall be provided as common open space. The open space shall include pocket greenspaces such as parks, squares, courtyards, community gardens or similar usable common areas.
    - b. At least 60 percent of all townhouse units shall face or be located within 200 feet of a pocket greenspace.
    - c. The minimum size of an individual pocket greenspace shall be 8,000 square feet with a minimum dimension of 40 feet.
    - d. The average size of all pocket greenspace within a townhouse development shall be 1,000 square feet per townhouse unit in the development.
    - e. Surface stormwater facilities shall not be placed in a pocket greenspace.
    - f. Common open space shall be owned and maintained by a homeowners' association.
    - g. The required common open space and pocket greenspace may be reduced or waived by the Planning Commission if the townhouse development is in the Downtown Development Overlay District and is located within one-quarter (¼) mile walking distance of a public park.
  - (9) Parking.
    - a. The minimum number of parking spaces for each townhouse unit shall be two (2) primary spaces, excluding garages, plus 0.25 spaces per townhouse for guest parking. Primary parking spaces shall be located within 100 feet of the townhouse they are intended to serve. Guest parking spaces shall be located no more than 400 feet from any townhouse unit.
    - b. All townhouses shall be designed with a rear entry garage and driveway accessed via a street, alley, or private common driveway. Garages and driveways shall not be located on the front elevation or accessed from the front of the lot.
    - c. Except for tapered aprons, driveway widths shall not be expanded beyond the width of the garage face.

- d. Parking of boats, RV's, trailers, and utility trailers shall be prohibited in a townhouse development unless an area specially designated for such parking is provided. Such parking area shall be in addition to the minimum number of parking spaces required.
- (10) Sidewalks. ADA compliant sidewalks shall be provided within the public right-of-way on both sides of all streets in a townhouse development. Pocket greenspaces shall be accessible via ADA compliant sidewalks.
- (11) Architectural standards.
- a. There shall be a minimum of three different exterior elevations in a townhouse development.
  - b. No more than two contiguous dwellings that form a part of a single building shall have the same setback or roof line. Said setback and roof line shall be varied by a minimum of two (2) feet.
  - c. Required exterior building materials shall be brick, stone, and/or natural wood or fiber cement siding. Split-faced concrete block, stucco, or granite block may be used on no more than 20 percent of any elevation.
  - d. Material or color changes should occur at a change of plane.
  - e. Private, usable open space, such as balconies, decks, patios, etc., shall be provided contiguous to each dwelling unit. The area of such open space provided for each unit shall not be less than ten (10) percent of the floor area of the unit served. The location and number of square feet shall be clearly indicated on the site plan. Private open space shall not count toward the required common open space.
  - f. Windows shall be provided on the side elevation of end units in a townhouse building.

**Replace Table 5-1-1 in Sec. 5-1.1 as follows:**

5-1.1 *Single- and two-family residential dwelling units.* Within use districts permitting single- and two-family residential dwelling units, the minimum lot areas, minimum lot widths, minimum house size and maximum lot coverage in Table 5-1-1 shall apply. These figures for minimum lot area and minimum lot width do not apply to lots of record.

	Minimum Lot Area (Sq. Feet)	Minimum Lot Width (Measured at Building Line)	Minimum House Size (Heated Sq. Feet) <sup>6</sup>	Maximum Lot Coverage of Buildings (Percent)
<b>R-Ag Residential-Agricultural</b>	5 acres	300'	1,200	25
<b>R-1 Single-Family Residential</b>	15,000 <sup>1,3,4</sup>	90'	1,200	25
<b>R-2A Single-Family Residential</b>	12,000 <sup>1,3,4</sup>	80'	1,200	25
<b>R-2 Two-Family Residential</b>				
Single-family detached	12,000 <sup>1,3,4</sup>	80'	900	25
Two-Family (Duplex)	10,000 <sup>1,3,4</sup>	85'	n/a	25
<b>R-3 Multi-Family Residential<sup>7</sup></b>				
Single-family detached	9,000 <sup>1,3,4</sup>	70'	900	35
Single-Family Townhouses	2,000 <sup>2</sup>	20'	n/a	40
Two-Family (Duplex)	8,000 <sup>1,3,4</sup>	75'	n/a	35
Multi-Family Dwellings	See Table 5-1-2			
<b>RTH Residential Townhouse</b>	<b>2,000<sup>2</sup></b>	<b>20'</b>	<b>1,200</b>	<b>80</b>
<b>R-MH Residential Manufactured Homes</b>				
Single-family detached	9,000 <sup>3,4</sup>	70'	n/a	35
Manufactured home subdivision <sup>5</sup>	9,000 <sup>3,4</sup>	70'	n/a	35
Manufactured home park	See Section 4-3.1(B)			

1 New lots abutting platted residential lots may have larger minimum size requirements. See Section 5-1(A)(1) below.

2 The minimum area for a townhouse development in RTH is 10,000 square feet.

3 Lots served by private septic tank and well shall be a minimum area of 63,340 square feet and width of 150 feet.

4 Lots served by private septic tank and public water shall be a minimum area of 32,670 square feet and width of 100 feet.

5 The minimum area for a manufactured home subdivision is ten (10) acres.

6 House size less than the minimum may be allowed by Special Exception.

7 The R-3 standards apply to non-residential zoning districts which allow residential uses.

\*See Appendix A for requirements in Form Based Code districts.

**Replace Table 5-1-2 in Sec. 5-1.2 as follows:**

5-1.2 *Multifamily residential dwelling units.* Multi-family residential developments shall meet the requirements in Table 5-1-2. All multifamily dwelling units shall be connected to a public sewer.

Zoning District	Maximum Dwelling Units per Acre	Minimum Lot Width (measured at building line)	Maximum Lot Coverage of Buildings (Percent)
R-3, RMH	8	85	40
<b>RTH</b>	<b>6</b>	<b>110</b>	<b>40</b>
LC, OC, IN	12	85	40
C-1, C-2	20	85	40
C-3	No maximum	0	100
IMU, MUC, NMU, FBR	See Appendix A for requirements in Form Based Code districts.		

**Replace Table 5-2-1 in Sec. 5-2.1 as follows:**

5-2.1. *Minimum building setbacks.* Minimum building setbacks are established in Table 5-1-3.

Zoning District	Front Yard		Rear Yard	Side Yard		
	Arterial/ Collector Streets	Minor Streets		Interior Lot	Corner Lot	
					Arterial/ Collector Streets	Minor Streets
R-Ag Residential-Agricultural	50'	50'	25'	15'	50'	50'
R-1 Single-Family Residential	40'	30'	35'	10'	40'	30'
R-2A Single-Family Residential	40'	25'	25'	8'	40'	25'
R-2 Two-Family Residential	40'	25'	25'	8'	40'	25'
R-3 Multi-Family Residential						
One- and two-family	40'	25'	25'	8'	40'	25'
Multifamily	40'	25'	25'	a	40'	25'
RMH Residential Manufactured Home						
Multifamily	40'	25'	25'	8'	40'	25'
Individual manufactured homes	40'	25'	25'	8'	40'	25'
Manufactured home parks	(See Section 4-3.1(B))					
<b>RTH Residential Townhouse</b>	<b>40'</b>	<b>25'</b>	<b>25'</b>	<b>10'</b>	<b>40'</b>	<b>25'</b>
C-1 Highway Commercial District						
Residential	40'	25'	25'	a	40'	25'
Commercial or mixed-use	40'	25'	b	b	40'	25'
C-2 General Commercial District <sup>3</sup>						
Residential	40'	25'	25'	a	40'	25'
Commercial or mixed-use	40'	25'	b	b	40'	25'
C-3 Central Business District (CBD)						
Residential	10'	10'	b	b	10'	10'
Commercial or mixed-use	none	none	b	b	none	none
LC Limited Commercial District <sup>3</sup>	40'	25'	b	b	40'	25'
OC Office Commercial District <sup>3</sup>	40'	25'	b	b	40'	25'
IN Institutional District <sup>3</sup>	40'	25'	b	b	40'	25'
M-1 Wholesale & Light Industrial	50'	50'	b	b	50'	50'
M-2 Industrial	50'	50'	b	b	50'	50'

a. Eight (8) feet plus two (2) additional feet for each story (floor) above two (2) stories, but not exceeding twenty (20) feet; and when dwelling unit faces side yard, the dwelling unit shall not be less than twenty (20) feet from the side lot line.

b. None, except when abutting residential district and then not less than twenty-five (25) feet.

<sup>1</sup> See Appendix A for requirements in Form Based Code districts

<sup>2</sup> Setbacks for accessory structure are 5 feet from rear and interior side property lines, unless the otherwise required setback listed

above is less. (Also see Sec. 4-4.2(E))

- 3 Single- and two-family dwellings in nonresidential districts shall comply with the setbacks established for such uses in the R-3 zoning district.
- 4 A 25' building setback is required along the external side and rear boundaries of a townhouse development. The minimum front setback for townhouses abutting a pocket greenspace is 10'.

**Replace Table 5-5-1 in Sec. 5-5 (B) as follows:**

(B) *Maximum building height.* Maximum building heights are established in Table 5-5-1.

Zoning District and Use	Maximum Building Height (in feet)
Single-family and two-family residential in any district	35
Non-residential uses in R-Ag, R-1, R-2, R-2A, R-3 and RMH	40
Multi-family residential in R-3	40
RTH	40
C-1, C-2	50
C-3, LC, OC, IN	40
M-1, M-2	50
IMU, MUC, NMU, FBR	See Appendix A for requirements in Form Based Code districts.
*Maximum building height for accessory structures is provided in Section 4-4.2(E).	

**Replace Table 4-1-1 in Sec. 4-1.2 as follows:**

4-1.2. *Table of uses.*

(Next Page)

Table 4-1.1: Table of Uses

Key: "P" = Permitted Use; "S" = Special Exception Use; "C" = Conditional Use; Blank Cell = Prohibited Use

Use Category	Use Type	Zoning Districts																Form Based Code 2			Additional Regulations (Sections)						
		Residential								Nonresidential								IMU	MUC	NMU		FBR					
		R-Ag	R1	R2A	R2	R3	RTH	RMH	OC	IN	C1	C2	C3	LC	M1	M2	GU										
<b>Residential Uses</b>																											
Household Living	Single Family dwelling, detached	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	P	P	P						
	Single Family dwelling, attached		P <sup>4</sup>	P <sup>4</sup>	P <sup>4</sup>	P <sup>4</sup>	P <sup>4</sup>	P					P <sup>4</sup>	P				P	P	P	P				4-3.1(A)		
	Two Family dwelling			P	P	P	P	P						P				P	P	P	P						
	Multi-family dwelling < 7 units					P		P						P	P	P	P		P	P	P						
	Multi-family dwelling > 6 units					S		S						S	S	S	S		P	S	S						
	Manufactured home	P						P																			
	Manufactured home park							P																			4-3.1(B)
Group Living	Manufactured home subdivision							P																			
	Dwelling in a commercial building												C	C	C	C	C	C	C	C	C						4-3.1(C)
	Family personal care home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						
	Boarding house														P	P <sup>1</sup>											
	All other uses								S				P	P	P	P	P	P	P	P	P						
Accessory Use																											
<b>Public and Institutional Uses</b>																											
Community Service	All Uses	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S						
	Child learning center (19+ persons)	S			S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S						
	Group daycare home (7-18 persons)	S			S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S						
Education	Preschool	S			S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S						
	Business school																										
	College or university																										
	School, public or private	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S						
Government	Trade school																										
	Detention facility																										
	Emergency response facility																										
	Maintenance, storage, and distribution facility																										
	Police substation																										
Post office																											



Use Category	Use Type	Zoning Districts																		Additional Regulations (Sections)						
		Residential						Nonresidential										Form Based Code 2								
		R-Ag	R1	R2A	R2	R3	RTH	RMH	OC	IN	C1	C2	C3	LC	M1	M2	M3	GU	IMU		MUC	NMU	FBR			
Health Care	Hospital																									
	Medical facility other than hospital																									
Institutions	Religious institution	S	S	S	S	S	S																			
	Congregate personal care home																									
Parks and open space	Alternative/post incarceration facility																									
	Rehabilitation facility																									
Transportation Terminals	All other uses																									
	Cemetery, columbarium, mausoleum																									
Utilities	Community Garden	P	S	S	S	S	S																			4-3.2(A)
	Golf course	S	S	S	S	S	S																			
Commercial Uses	Park	P	P	P	P	P	P																			
	Airport/heliport/landing strip																									
Eating Establishments	All other uses																									
	Communication tower, freestanding	S																								4-3.2(B)
Offices	Communication tower on existing structure																									
	Utility, major	S	S	S	S	S	S																			4-3.2(B)
Outdoor Entertainment	Utility, minor	S	S	S	S	S	S																			
	Brewpub																									
Parking, commercial	Drive-in restaurant																									
	Restaurant with drive-through window																									
Commercial Uses	Restaurant with indoor and outdoor seating and/or food service areas																									
	Restaurant with indoor seating only																									
All uses	Restaurant with no seating																									
	All uses																									
Parking lot	All uses																									
	Parking lot																									
Parking structure	All uses																									
	Parking structure																									

Use Category	Use Type	Zoning Districts																			Additional Regulations (Sections)		
		Residential						Nonresidential										Form Based Code 2					
		R-Ag	R1	R2A	R2	R3	RTH	RMH	OC	IN	C1	C2	C3	LC	M1	M2	GU	IMU	MUC	NMU		FBR	
Retail Sales and Services	Automobile parts store									P	P								P	P	P		
	Bank, financial institution, ATM									P	P	P	S	P					P	P	P		
	Bar, nightclub									P	P	P							P	P	P		
	Barber shop, beauty shop									P	P	P	P						P	P	P		
	Casino or gambling establishment									C													4-3.3(C)
	Civic club																		P	P			
	Convenience store									P	P								P	P	S		4-3.3(A)
	Convention and exhibition facility									P								P	P				
	Event venue	S								P	P	P							P	P	P		
	Farmers' market	S								P	P	P	S						P	P	S		
	Flea market									P						P							
	Fortune telling									P													
	Funeral home, mortuary									P	P	P							P	P	P		
	Grocery store									P	P								P	P	P		
	Health club, spa									P	P	P	P						P	P	P		
	Indoor entertainment facility, general									P	P	S							P	P	P		
	Kennel or veterinary clinic, indoor and outdoor									P	P							P	P	P			
Kennel or veterinary clinic, indoor only									P	P								P	P	P			
Landscape nursery									P						P								
Liquor store									P	P <sup>1</sup>								P					
Photography, art, dance studio or gallery										P	P	S						P	P	P	S		
Personal services, all other									P	P <sup>1</sup>	P <sup>3</sup>	S <sup>3</sup>						P <sup>3</sup>	P <sup>3</sup>	P <sup>3</sup>			
Prefabricated building display and sales									P									P	S				
Retails sales and services, all other									P	P <sup>1</sup>	P <sup>3</sup>	S <sup>3</sup>	P				P <sup>3</sup>	P <sup>3</sup>	P <sup>3</sup>				
Retail tenant exceeding 35,000 square feet									P	S								P	P			6-6.2	
Sexually oriented business									P													4-3.3(E)	
Shopping center exceeding 50,000 square feet									P	P								P	P			6-6.2	



Use Category	Use Type	Zoning Districts																		Additional Regulations (Sections)				
		Residential								Nonresidential								Form Based Code 2						
		R-AG	R1	R2A	R2	R3	RTH	RMH	OC	IN	C1	C2	C3	LC	M1	M2	GU	IMU	MUC		NMU	FBR		
Research and development	All uses								P	P	P	S		P	P			P	P	P				
Warehouse and freight movement	Outdoor storage lot									C				C	C			P	S					6-3.7(A)
	Truck or freight terminal									P				P	P			P						
	Warehouse													P	P									
	Junk yard																S							6-3.7(A)
	Recycling drop-off center													P	P	P								
	Waste disposal or treatment operation													S	S	P								
Wholesale sales	All uses													P	P	P								

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

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

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

4 – Townhouses are permitted only within the Downtown Development Overlay District within these base zoning districts.



Where Georgia comes together.

Application # TEXT-049-2022

## Application for Text Amendment

Contact Community Development (478) 988-2720

### Applicant Information

\*Indicates Required Field

Applicant	
*Name	Bryan Wood for the City of Perry
*Title	Director of Community Development
*Address	1211 Washington Street, Perry, GA 31069
*Phone	478-988-2714
*Email	bryan.wood@perry-ga.gov


### Request

\*Please provide a summary of the proposed text amendment:

Modify the Land Management Ordinance to establish a townhouse zoning district and to modify townhouse development standards. Sections of the LMO being modified are 3-2.2, 4-1.2, 4-3.1, 5-1.1, 5-1.2, 5-2.1, and 5-5.

### Instructions

1. The application, fee (made payable to the City of Perry), and proposed text of the amendment must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
2. Fees: Actual cost of required public notice.
3. The applicant must state the reason for the proposed text amendment. See Sections 2-2 and 2-3.2 of the Land Management Ordinance for more information.
4. 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.
5. Text amendment applications require an informational hearing before the planning commission and a public hearing before City Council.
6. The applicant must be present at the hearings to present the application and answer questions that may arise.
7. 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.
8. The applicant affirms that all information submitted with this application, including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
9. Signatures:

*Applicant		Bryan Wood, Director of Community Development, for the City of Perry	*Date	3/29/2022
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### **Standards for Amendments to the Text of the Land Management Ordinance**

In reviewing an application for an amendment to the text of the ordinance and acting on said application, the planning commission and city council may consider the following standards:

- (1) Whether, and the extent to which, the proposed amendment is consistent with the Comprehensive Plan.

A goal of the Housing Element of the 2022 Joint Comprehensive Plan is to "Provide for a variety of housing types and densities throughout Houston County.

- (2) Whether, and the extent to which, the proposed amendment is consistent with the provisions of this chapter and related city regulations.

The proposed amendment is consistent with the format of the Land Management Ordinance.

- (3) Whether, and the extent to which, there are changed conditions from the conditions prevailing at the time that the original text was adopted.

Since the current standards for townhouse development were originally established, development patterns in Perry have changed. The standards for townhouse development are being modified to address current expectations for all development in the City.

- (4) Whether, and the extent to which, the proposed amendment addresses a demonstrated community need.

As the demand for various housing types continues, the standards for townhouses need to be consistent with the values and expectations of the community

- (5) Whether, and the extent to which, the proposed amendment is consistent with the purpose and intent of the zoning districts in this chapter, will promote compatibility among uses, and will promote efficient and responsible development within the city.

The Purpose and Intent of the LMO include:

- Prevent the overcrowding of land, to avoid undue concentration of population, and to lessen congestion in the streets.
- Promote quality housing, preserve neighborhoods, and encourage a diversity of housing options.
- Encourage appropriate urban development and redevelopment.
- Regulate the density and distribution of populations and the uses of buildings, structures, and land for trade, industry, residence, recreation, agriculture, ...
- Facilitate the adequate provision or availability of ...affordable housing... to enhance the health, safety, and welfare of its citizens.

- (6) Whether, and the extent to which, the proposed amendment will result in logical and orderly development pattern.

In addition to updated development standards to address density, character, and open space, the amendment establishes a new townhouse zoning district. City Council will have more control over the location of townhouse developments.

- (7) Whether, and the extent to which, the proposed amendment will result in beneficial impacts on the natural environment and its ecology, including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, and wetlands.

The amendment establishes standards which will provide a more even distribution of open space and usable pocket greenspaces throughout the development.

**(8) Whether, and the extent to which, the proposed amendment will result in development that is adequately served by public facilities and services (roads, potable water, sewerage, schools, parks, police, fire, and emergency medical facilities).**

**City Council will be able to evaluate the impact of townhouse developments on public facilities and services with individual zoning applications.**

**Revised 6/14//21**

Planning Commission Minutes  
May 09, 2022

1. Call to Order: Chairman Edwards called the meeting to order at 6:01pm.
2. Roll Call: Chairman Edwards; Commissioners Coody, Jefferson, Mehserle, Moody, and Ross were present. Commissioner Butler was absent.

Staff: Bryan Wood – Community Development Director, Holly Wharton – Community Planner, Ashley Hardin - Economic Development Manager, and Christine Sewell – Recording Clerk.

Guests: Chad Bryant, Dylan Wingate, Lee Wingate, Curtis Harris, Jack James, Scott & Cindy Ritchie, Mark Makwana, Ryan Snodgrass, and Alonzo & Dana Brock.

3. Invocation: was given by Commissioner Mehserle
4. Approval of Minutes from meeting on April 11, 2022, and April 25, 2022, work session.

Commissioner Jefferson motioned to approve the minutes as presented; Commissioner Moody seconded; all in favor and were unanimously approved.

5. Announcements – Chairman Edwards referred to the notices as listed.
  - Per O.C.G.A. 36-67A-3 if any opponent of a rezoning or annexation application has made campaign contributions and/or provided gifts totaling \$250 or more within the past two years to a local government official who will consider the application, the opponent must file a disclosure statement.
  - Policies and Procedures for Conducting Zoning Hearings are available at the entrance.
  - Please place cell phones on silent mode.
6. Citizens with Comments – None

7. Old Business  
Public Hearing (Planning Commission decision)

**VAR-0034-2022.** Variance to reduce the setback at 1117 Cottage Lane. The applicant is Dylan Wingate for WCH Homes. (*Postponed from April 11, 2022*) (*Applicant has requested to withdraw application*). Ms. Wharton advised the applicant has withdrawn the application.

**VAR-0037-2022.** Variance to reduce setback at 1123 Cottage Lane. The applicant is Dylan Wingate for WCH Homes. (*Postponed from April 11, 2022*)

Ms. Wharton read the applicants' request, which was for a variance to reduce the front yard setback from 25 feet to 20 feet, 6 inches due to the inability to fit the proposed home on the parcel while accommodating a sewer easement along the rear of the property. The requested variance would place the home outside the sewer easement, but only by a few inches. Because of the shape of the lot the front right corner of the house requires the variance. The front left corner of the house will exceed the minimum front setback. A mathematical formula used to determine how close excavation can occur to a structure of the type being proposed, the house



should be located approximately 4.8 feet from the sewer easement to allow for future maintenance without causing structural damage to the house.

Chairman Edwards opened the public hearing at 6:10pm and called for anyone in favor of the request. The applicant, Mr. Dylan Wingate, advised, the request was for the sewer easement and with the placement and depth for future maintenance should not be an issue.

Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 6:11pm.

Chairman Edwards asked if the standards were met for the variance; Ms. Wharton advised yes, but the proximity of the sewer easement was the issue. Commissioner Mehserle asked if the development was a PUD; Mr. Wood advised it was and the plat was approved before his tenure and had originally been an R-3 under another developer before the final plat and now with another builder there are different house plans, which is a modification for the setbacks from eight feet to five feet. Commissioner Mehserle asked who determined the path of the sewer easement; Mr. Wood was not certain, but it was listed on the final plat.

Commissioner Moody motioned to approve as submitted with the staff condition that the applicant shall provide a site plan which places the house five (5) feet from the boundary of the sewer easement on the property, which results in a variance which is larger than the requested five feet, with the front right corner of house being approximately 15-18 feet from the front property line; Commissioner Coody seconded; all in favor of approval with Commissioner Mehserle abstaining from vote.

## 8. New Business

### Public Hearing (Planning Commission decision)

**PLAT-0044-2022.** Preliminary plat for Remington Chase Phase 2. The applicant is Chad Bryant.

Ms. Wharton read the applicants' request, which was for preliminary plat approval. The properties are zoned R-2, Two-family Residential District and the specifications meet the minimum requirements for this district. The required 40' building setback along Gurr Road is not identified. Stormwater facilities which would serve this phase of development are not indicated on this plat. Lots 33 and 107 appear to have topographic challenges based on this preliminary plat. Based on the Perry Pathways Plan recently adopted by City Council, ADA-compliant sidewalks must be installed along at least one side of the internal subdivision streets, and along the Gurr Road frontage of the development. Street trees are required to be installed in subdivisions per subsections 6-3.1(B) and 6-3.3 of the Land Management Ordinance and should be placed within the right-of-way. Based on Council policy, a pocket park(s) totaling at least 39,200 square feet (0.88 acres) in area is appropriate for a subdivision of this size. While the preliminary plat shows a 0.12-acre pocket park on lot 300, the size is not adequate per City Council policy standards. City Council may pursue the purchase of multiple lots to develop and maintain a pocket park in the subdivision. Staff recommends approval of the proposed preliminary plat with the following conditions:

1. Stormwater facilities which serve this subdivision shall be identified on the construction plans.

2. The developer shall submit proof that Lot 33 and Lot 107 are buildable due to topographic challenges.
3. The final plat shall include the required 40-foot building setback line along Gurr Road.
4. The developer shall install ADA-compliant sidewalks along the Gurr Road frontage of the project and on at least one side of all internal streets.
5. Street trees shall be installed within the rights-of-way of the internal streets and along the Gurr Road frontage.
6. The property owner shall grant an easement in favor of the City of Perry for landscape installation and/or maintenance along Gurr Road in support of the City of Perry's green corridor initiative.
7. Developer shall submit evidence of Houston County E911 approval of street names.
8. No single-family homes without adjusting site plan to meet dimensional standards as defined in the Land Management Ordinance.

Chairman Edwards opened the public hearing at 6:21pm and called for anyone in favor of the request. The applicant Mr. Chad Bryant reiterated the request and was amendable to the staff conditions. Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 6:22pm.

Commissioner Mehserle motioned to approve of the preliminary plat as submitted, along with staff conditions; Commissioner Coody seconded; all in favor and was unanimously approved.

Informational Hearing (Planning Commission recommendation – Scheduled for public hearing before City Council on June 7, 2022)

**RZNE-0056-2022.** Application to rezone property at 1829 Macon Road from M-2, General Industrial District to C-2, General Commercial District. The applicant is Curtis Harris.

Mr. Wood read the applicants' request, which was to rezone from M-2, General Industrial District to C-2, General Commercial District. The property is currently zoned for industrial uses and the applicant indicates the current M-2 zoning allows for limited use and is requesting a zoning classification of C-2 for the opportunity to use for commercial office space, along with staff responses.

Chairman Edwards opened the public hearing at 6:31pm and called for anyone in favor of the request. The applicant, Mr. Curtis Harris, reiterated the request. Chairman Edwards called for anyone opposed. Mr. Jack James stated the property was zoned M2 when the owner purchased and they should have known the limitations of the zoning classification and the uses allowed under C2 would not be desirable for the area. He stated that despite the size of the property, the property can be used for some of the uses allowed in M2. He also raised concern about traffic on Macon Road.

There being no further comment for or against; Chairman Edwards closed the public hearing at 6:35pm.

Chairman Edwards asked the applicant if he had specific plans for the property. Mr. Harris stated there are no specific uses contemplated other than office commercial. Mr. Wood suggested to the Commission that given Mr. Harris's answer, OC, Office Commercial District, may be an appropriate

zoning classification. Mr. Harris stated he prefers the C2 classification to be consistent with other properties on Macon Road.

Commissioner Mehserle motioned to recommend approval of the application as submitted to Mayor & Council; Commissioner Moody seconded; all in favor and was unanimously recommended for approval.

**SUSE-0057-2022.** Special exception for 200 and 200A Valley Drive. The applicant is Anjebhai Patel.

Ms. Wharton advised the applicant intends to redevelop both the Fairbridge Inn Express motel and Derby Inn motel (both previously Holiday Inn) into a cohesive multi-family property. In total, there will be 162 new, market rate apartment units developed within the existing buildings. The units will include a mix of studio apartments and one-bedroom apartments, all fully furnished. The applicant provided a preliminary conceptual design that includes a common area for tenants and other onsite amenities. Also, the conceptual plan reflects a restaurant and bar use within the amenity center (former Green Derby restaurant). The applicant has demonstrated a need for additional market rate housing in Perry within the one-bedroom and studio apartment layout format. The applicant also provided a multi-family market report to support this application. The overall density of the proposal is 29.1 units per acre (162 units / 5.57 acres). The properties within this area have deferred maintenance and are rarely productively used. The applicant suggests that converting this motel into market rate apartments will return the property to its highest and best use. Ms. Wharton further noted the applicant for the prior special exceptions granted for these properties backed out of the contract to purchase the properties and this special exception, if granted, will supersede and void SUSE-0170-2021 and SUSE-0171-2021. Staff recommends approval with the following conditions:

1. The proposed development must meet the requirements for parking, landscaping, and design guidelines as reflected in the Land Management Ordinance.
2. The buildings and site of the proposed development must comply with all applicable building codes, fire codes, and stormwater regulations.
3. Maximum density shall not exceed 162 units.
4. Special Exceptions SUSE-0170-2021 and SUSE-0171-2021 are voided.

Chairman Edwards opened the public hearing at 6:47pm and called for anyone in favor of the request. The applicant, Mr. Mark Makwana advised the previous buyer had backed out of the project and his intention is to have the units at market rate. Currently it is approved for 120 units, but the increase will allow for half as studio units and the other half as one bedroom; the intention is to revamp a subpar property.

Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 6:49pm.

Commissioner Coody inquired what the average rents were; Mr. Makwana advised \$850 to \$950 to include utilities and they are furnished. Commissioner Moody felt the application provides affordable housing as outlined in the strategic plan and the current property is not being utilized to its best use; Chairman Edwards concurred.

Commissioner Moody motioned to recommend approval of the application as submitted to Mayor & Council with the outlined conditions to include a limit of 162 units; Commissioner Jefferson seconded; all in favor and was unanimously recommended for approval.

**RZNE-0058-2022.** Application to rezone property at 1824 Houston Lake Road and 1904 Hwy 127 from R-AG, Residential Agricultural District to PUD, Planned Unit Development. The applicant is Wingate Custom Homes.

Mr. Wood read the applicants' request which was to rezone from R-Ag, Residential-Agricultural District, to PUD, Planned Unit Development. The properties consist of 84.78 total acres and are currently zoned R-Ag, Residential-Agricultural District. The 3.19-acre parcel was developed as a single-family residence in the 1950's. The remaining 81.59-acre tract has been used for agricultural purposes. The applicant proposes a mix of commercial and single-family detached and attached residential uses in the PUD, Planned Unit Development zoning classification. The design of the PUD reflects a neo-traditional neighborhood like what would be allowed under a form-based code. A PUD is required to set its own development standards, like would be established for a typical zoning district. The applicant has proposed a set of development standards for this PUD. Planning Staff has recommended additional development standard for the PUD, which are either not addressed by the applicant or addressing staff concerns and are provided. The proposal calls for 45,000 square feet of commercial space in a mixed-use center at the main entrance aligning with the intersection of Lake Joy Road and Houston Lake Road. A total of 284 residential dwelling units will include 119 rear-loaded townhouse units, 86 front-loaded single-family detached units, and 79 rear-loaded single-family detached units. The proposed residential density equates to 3.3 dwelling units per acre. 32.51 acres, or 38.34 percent of the property is proposed as open space. Streets and rights-of-way widths were not addressed in the application. Based on the City's form-based code standards, staff recommends street rights-of-way be 60 feet; street widths be 28 feet (20' for travel lanes, 8' for parking); alleys to have a 20-foot right-of-way and pavement width. In addition to the main entrance aligned with Lake Joy Road, a secondary entrance is provided further east onto Hwy 127. The site is designed to accommodate two future access points onto the adjoining property to the west. Sidewalks are indicated on at least one side of all streets. Sidewalks are provided on both sides of the street where residential lots or commercial development front both sides of a street. 925 total parking spaces are provided for the residential uses including 357 on-street spaces. 214 total parking spaces are provided for the commercial center with 34 of those spaces being on-street. The number of commercial parking spaces will accommodate restaurant uses. A 20'-wide buffer is proposed where the development abuts residential properties in the Sugarloaf subdivision and other existing single-family properties. Because of concerns about maintenance of a narrow buffer, staff recommends these buffers be eliminated and the space incorporated into the adjoining lots and their rear setback. Staff recommends approval of the zoning change with the following conditions:

1. The applicant's Zoning Plan shall be the approved PUD Plan for the property.
2. The Zoning Plan shall be revised prior to final approval by City Council to remove the 20' buffers. These buffer areas shall be incorporated into the adjacent lots.
3. The zoning standards applied to the PUD shall be revised in the following way prior to final approval by City Council:
  - a. Rear setbacks for front-loaded single-family lots 146-161 and lots 215-219 shall be 35 feet.
  - b. Street rights-of-way shall be a minimum of 60 feet wide.

- c. Street widths shall be at least 20 feet wide for two-way travel lanes and 8 feet for parallel on-street parking spaces.
  - d. Alleys shall have a minimum 20-foot right-of-way and pavement width.
  - e. Signs shall comply with standards established in the Land Management Ordinance for the C-3, Central Business District.
4. Within the open space, the developer shall construct and furnish a pocket park(s) consistent with plans approved by the Planning Commission.
  5. ADA-compliant sidewalks shall be installed as indicated on the Zoning Plan.
  6. Street trees shall be installed as indicated on the Zoning Plan.

Chairman Edwards opened the public hearing at 7:10pm and called for anyone in favor of the request. Mr. Ryan Snodgrass with TSW Group on behalf of the applicant and engineer for the project advised the project will create a mixed-use development with townhomes, single family, and commercial. The developer sees this as a catalyst for Perry and concurs with the conditions outlined in the staff report and will work with them. Mr. Snodgrass provided a Power Point depicting a similar development in Woodstock, GA, along with some potential designs for the residential and commercial components. He further noted the layout is guided by the natural environment and will try to utilize the existing lake for stormwater management.

Chairman Edwards called for anyone opposed. Mr. Alonzo Brock is the northern property adjacent to the development and is concerned there would be no buffer between them. Mr. Wood advised, because the buffer would be narrow its nature, it is proposed to be removed and could be included into their lot. Mrs. Brock was concerned with school overcrowding, impact on their utilities, property value, and the townhomes being two story.

Mr. Scott Ritchie had a concern regarding traffic and the need for a traffic light, water runoff and would like to keep the buffer for sound deterrence, as they have a barn wedding venue on their property.

Chairman Edwards called for any further comment; there being none, the public hearing was closed at 7:25pm.

Mr. Wood advised the Board of Education had been notified and provided no comment; Hwy 127 is a state route, and the applicant may apply for a traffic signal during their process for curb cuts. Chairman Edwards asked how many entries; Mr. Snodgrass advised two; one off Houston Lake Road and two future ones on the undeveloped land. Commissioner Coody asked about the parking spaces off the residential properties; Mr. Snodgrass advised they would be in the right-of-way. The Commission asked questions to ensure they understood the proposed development and its impact on surrounding properties. Commissioner Mehserle asked about trails in the open space. Mr. Snodgrass indicated those are intended but have not yet been designed. Mr. Wood pointed out that staff recommended a condition that park plans must be approved by the Commission.

Commissioner Mehserle motioned to recommend approval to Mayor & Council with the conditions as outlined by staff and to include modifications of a buffer for the Brocks property abutting the development; Commissioner Jefferson seconded; all in favor and was unanimously recommended for approval.

Chairman Edwards inquired if the revisions recommended could be done before the Council hearing; Mr. Wood advised they could be and would not have to be brought forth to the Commission and requested of the applicant to have to staff by June 1<sup>st</sup>.

**TEXT-0049-2022.** Text amendment to Sections 3-2.2, 4-1.2, 4-3.1, 5-1.1, 5-1.2, 5-2.1 and 5.5. To establish a townhouse zoning district and to modify townhouse development standards.

Mr. Wood advised the City has experienced increased interest by developers to build townhome developments. Until recently, townhomes have not been proposed often, and there are very few townhome projects within the City. As the City is receiving more proposals for townhomes, planning staff has recognized a need to create a separate townhouse zoning district and establish more detailed standards for townhouse developments in the City. The proposed standards are intended to encourage townhouse developments that suit the character of Perry and provide a high-quality neighborhood atmosphere. The proposed amendment is consistent with the direction provided by the Planning Commission in its February and March Work Sessions. Mr. Wood noted highlights of the text amendment:

- Establishes an RTH, Residential Townhouse District
- Establishes minimum lot area, lot width, maximum building coverage, maximum height, and minimum setbacks for the overall development in the RTH district
- Establishes maximum density of six dwelling units per acre in the RTH district
- Establishes minimum house size
- Outside of a PUD or a form-based zoning district, townhouse development permitted only in RTH and Downtown Development Overlay District
- Maintains current minimum lot area and width for individual townhouse lots
- Updates standards for townhouses to address:
  - Common open space and its location
  - Parking – rear-loaded garages/driveways only
  - Sidewalks – required on both sides of internal streets

Architectural standards – materials, varied design of individual facades

Chairman Edwards opened the public hearing at 7:43pm and called for anyone in favor of the text amendment; there being none he called for anyone opposed; there being none the public hearing was closed at 7:44pm.

The Commission expressed their appreciation for the collaboration between staff and the Commission in developing these standards.

Commissioner Coody motioned to recommend approval to Mayor & Council of the text amendment as presented; Commissioner Moody seconded; all in favor and was unanimously recommended for approval.

9. Other Business- None

10. Commission questions or comments – Commissioner Mehserle commented the variance approval raised a level of concern; the property during the development phase by the previous owner and not taking into account the easement on the property and a builder then trying to place a dwelling on an awkward parcel; Mr. Wood agreed, and it may be a standard to consider adding; as there can be variance requests unique to the property.

Adjournment: there being no further business to come before the Commission the meeting was adjourned at 7:51pm.

**AN ORDINANCE ADOPTING  
THE FISCAL YEAR 2023  
OPERATING BUDGET**

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

**WHEREAS**, Council held the budget public hearing on June 7, 2022; and

**WHEREAS**, per O.C.G.A 18-13-28, as amended, any increase in the occupational tax from FY- 2022 to FY- 2023 shall be used to pay administrative costs:

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS** that the Operating Budget of the City of Perry for Fiscal Year 2023 is adopted as follows:

Section 1 The General Fund revenue and expenditure appropriations are:

Revenue			
Taxes	\$		13,513,800
Licenses/Permits			978,700
Intergovernmental			6,400
Charge for Services			5,566,100
Fines/Forfeitures			778,200
Investment			5,000
Other Charges			<u>497,000</u>
Revenue Total	\$		21,345,200
Expenditures			
General Government			
Office of the City Council	\$		116,800
Office of the Mayor			15,100
Office of the Clerk			197,700
Office of the City Manager			896,000
Elections			100
Department of Administration			635,300
Finance Department			1,278,800
Office of the City Attorney			273,700
Information Technology			340,200
Employee Health/Dental			2,677,500
Perry Municipal Court			<u>678,900</u>
Category Total	\$		7,110,100
Public Safety			
Perry Police Department	\$		5,148,100
Perry Fire and Emergency Service			
Department			1,261,000
Houston County E - 911			<u>166,100</u>
Category Total	\$		6,575,200
Public Works			
Department of Public Works	\$		<u>2,821,600</u>
Category Total	\$		2,821,600
Health/Welfare			
Perry Volunteer Outreach	\$		3,900
Residential Utility Assistance			<u>110,800</u>
Category Total	\$		114,700



Recreation			
Department of Leisure Services	\$		686,700
Youth Subsidies Program			<u>10,000</u>
Category Total	\$		696,700
Housing/Economic Development			
Department of Community Department	\$		1,390,000
Perry Housing Team			3,900
Planning Commission			10,800
Office of Economic Development			134,700
Perry Area Chamber of Commerce			400
Middle Georgia Clean Air Coalition			5,200
21 <sup>st</sup> Century Partnership			14,300
Downtown Development Authority For the City of Perry			10,000
Perry-Houston County Airport Authority			44,600
Office of Special Events			123,100
Community Health/Housing Fair			<u>4,800</u>
Category Total	\$		1,741,800
Capital			
Fixed Assets	\$		<u>666,700</u>
Category Total	\$		666,700
Debt Service			
Principal	\$		1,455,500
Interest			<u>696,400</u>
Category Total	\$		2,151,900
Expenditures Total			
	\$		21,878,700
Other Financing			
Transfer – In	\$		326,400
Transfer – Out			(286,100)
Capital Leases			<u>569,700</u>
Other Financing Total	\$		610,000
Annual Gain/(Loss)			
	\$		76,500
Fund Balance			
Beginning	\$		7,196,100
Ending	\$		7,272,600

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

FIRE PROTECTION UTILITY DISTRICT  
SPECIAL REVENUE FUND

Revenues			
Charge for Services	\$		3,091,700
Investment			<u>200</u>
Revenue Total	\$		3,091,900
Expenditures			
Public Safety			
Support Services	\$		286,100
Perry Fire and Emergency Services Department			3,091,700
Residential Utility Assistant			<u>43,600</u>
Category Total	\$		3,421,400

Capital		
Fixed Assets	\$	<u>63,000</u>
Category Total	\$	63,000
Expenditure Total	\$	3,484,400
Other Financing		
Transfer – In	\$	329,700
Lease		<u>63,000</u>
Other Financing Total	\$	392,000
Annual Gain/(Loss)	\$	200
Fund Balance		
Beginning	\$	11,800
Ending	\$	12,000

HOTEL/MOTEL TAX  
SPECIAL REVENUE FUND

Revenue		
Taxes	\$	1,307,000
Investment		<u>200</u>
Revenue Total	\$	1,307,200
Expenditures		
General Purpose		
Support Services	\$	95,200
Department of Public Works		264,700
Main Street Program		<u>120,200</u>
Section Total	\$	480,100
Tourism Promotion		
Perry Area Chamber of Commerce	\$	23,000
Perry Area Convention and Visitors		
Bureau Authority		<u>382,700</u>
Section Total	\$	405,700
Tourism Development		
Department of Public Works	\$	98,400
Office of Special Events		113,300
Perry Area Historical Society		16,600
Georgia National Fair		<u>10,000</u>
Section Total	\$	238,300
Expenditures Total	\$	1,124,100
Annual Gain/(Loss)	\$	183,100
Fund Balance		
Beginning	\$	334,500
Ending	\$	517,600

Section 3 The property funds revenue and expenditure appropriations are:

WATER AND SEWERAGE SYSTEM  
REVENUE FUND

Revenues		
Charge for Services	\$	9,267,900
Investment		600
Other Charges		<u>19,100</u>
Revenue Total	\$	9,287,600

Expenditures		
Public Works		
Support Services	\$	837,200
Administration		18,100
Meters		1,129,000
Water Provision		1,629,500
Wastewater Treatment		1,721,700
Distribution/Collection		1,317,100
Residential Utility Assistance		12,000
Department of Public Works		100,600
Line Locates		<u>62,000</u>
Category Total	\$	6,827,200
Capital		
Fixed Assets	\$	<u>425,400</u>
Category Total	\$	425,400
Depreciation		
Category Total	\$	<u>1,722,600</u>
Category Total	\$	1,722,600
Debt Service		
Principal	\$	1,013,800
Interest		<u>455,600</u>
Category Total	\$	1,469,400
Expenditures Total		
	\$	10,444,600
Other Financing		
Transfer – In	\$	12,000
Transfer – Out		(172,200)
Leases		<u>425,400</u>
Other Financing Total	\$	265,200
Annual Gain/(Loss)		
	\$	(891,800)
Cash Balance		
Beginning	\$	3,888,500
Ending	\$	2,996,700

NATURAL GAS SYSTEM  
REVENUE FUND

Revenues		
Charge for Services	\$	4,777,200
Investment		<u>1,200</u>
Revenue Total	\$	4,778,400
Expenditures		
Public Works		
Support Services	\$	412,000
Administration		167,800
Operations		623,100
Supply		3,244,000
Residential Utility Assistance		<u>5,000</u>
Category Total	\$	4,451,900
Depreciation		
Category Total	\$	<u>75,600</u>
Category Total	\$	75,600
Debt Service		
Principal	\$	12,400
Interest		<u>300</u>
Category Total	\$	12,700

Expenditures Total	\$	4,540,200
Other Financing		
Transfer – In	\$	5,000
Transfer – Out		<u>(114,800)</u>
Other Financing Total	\$	(109,800)
Annual Gain/(Loss)	\$	128,400
Cash		
Beginning	\$	1,418,800
Ending	\$	1,547,200

SOLID WASTE SYSTEM  
REVENUE FUND

Revenue		
Charge for Services	\$	3,034,900
Investment		<u>400</u>
Revenue Total	\$	3,035,300
Expenditures		
Public Works		
Support Services	\$	343,400
Department of Public Works		2,744,800
Residential Utility Assistance		<u>42,000</u>
Category Total	\$	3,130,200
Capital		
Fixed Assets	\$	<u>30,000</u>
Category Total		30,000
Depreciation	\$	<u>74,300</u>
Category Total	\$	74,300
Debt Service		
Principal	\$	63,800
Interest		<u>6,700</u>
Category Total	\$	70,500
Expenditures Total	\$	3,305,000
Other Financing		
Transfer - In	\$	42,000
Lease		<u>30,000</u>
Other Financing Total	\$	72,000
Annual Gain/(Loss)	\$	(197,700)
Cash Balance		
Beginning	\$	804,300
Ending	\$	409,400

STORMWATER UTILITY SYSTEM  
REVENUE FUND

Revenues		
Charge for Services	\$	<u>942,500</u>
Revenue Total	\$	942,500

Expenditures		
Public Works		
Support Services	\$	236,900
Administration		45,500
Department of Public Works		330,500
Department of Community		
Department		151,100
Residential Assistance		<u>8,200</u>
Category Total	\$	772,200
Depreciation	\$	47,700
Category Total	\$	47,700
Debt Service		
Principal	\$	67,100
Interest		<u>1,900</u>
Category Total	\$	69,000
Expenditures Total	\$	888,900
Other Financing		
Transfer – In	\$	<u>8,200</u>
Transfer – Out		(39,400)
Other Financing Total	\$	(31,200)
Annual Gain/(Loss)	\$	22,400
Cash Balance		
Beginning	\$	262,900
Ending	\$	285,300

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

Section 5 The positions of employment for FY-2023 are provided in Exhibit "B" hereby made a part of this ordinance.

Section 6 The compensation of the appointive officials and directors for FY- 2023 are provided in Exhibit "C" hereby made a part of this ordinance.

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

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

Section 9 This ordinance is adopted with an effective date of July 1, 2022.

SO ORDAINED THIS \_\_\_\_\_ DAY OF MAY 2022.

CITY OF PERRY

By:

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

City Seal

Attest:

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

EXHIBIT "A"

PERRY AREA CONVENTION AND VISITORS  
BUREAU AUTHORITY  
FY 2023 OPERATING BUDGET

Revenue			
Transfer from			
City	\$		382,700
Investment			<u>200</u>
Revenue Total	\$		382,900
Expenditures			
Operations	\$		353,600
Audit			4,100
Promotion of city events			<u>25,000</u>
Expenditures Total	\$		382,700
Annual Gain/(Loss)	\$		200

# Exhibit "B"

## FY 2023 Approved Positions

### General Fund

General Government		
Office of the Council		
Mayor Pro Tempore		1
Council Members		<u>5</u>
	Office Total	6
Office of the Mayor		
Mayor		<u>1</u>
	Office Total	1
Office of the City Manager		
City Manager		
City Manager		1
Assistant City Manager		1
Secretary I		<u>1</u>
	Sub-total	3
Communications		
Communication Specialist I		1
Senior Communication Manager		<u>1</u>
	Sub-total	2
Personnel		
Personnel Manager II		1
Senior Personnel Technician		1
Personnel Technician I		<u>1</u>
	Sub-total	3
	Office Total	8
Office of the City Clerk		
City Clerk		<u>1</u>
	Office Total	1
Office of the City Attorney		
City Attorney		1
Legal Assistant II		<u>1</u>
	Office Total	2
Department of Administration		
Director's Office		
Director of Administration		<u>1</u>
	Sub-total	1
Division of Vehicle Maintenance		
Chief Mechanic		1
Vehicle Maintenance Manager I		1
Vehicle Maintenance Manager II		<u>1</u>
	Sub-total	3
	Department Total	4
Finance Department		
Accounting		
Accountant II		1
Accounting Technician I		1
Finance Director		1
Senior Accounting Technician		<u>1</u>
	Sub-total	4

Customer Service		
Customer Service Manager I		1
Customer Service Technician I		1
Customer Service Technician II		1
Customer Service Technician III		<u>1</u>
	Sub-total	4
Taxes/Licenses		
Tax/License Specialist II		1
	Sub-total	<u>1</u>
	Department Total	4
Perry Municipal Court		
Court Support		
Chief Municipal Court Clerk II		1
Municipal Court Clerk I		<u>1</u>
	Sub-total	2
Court		
Associate Judge		1
Chief Judge		<u>1</u>
	Sub-total	2
	Court Total	4
Public Safety		
Perry Police Department		
Chief's Office		
Chief of Police		1
Executive Secretary		1
Senior Secretary		<u>1</u>
	Sub-total	3
Certification		
Police Sergeant I		<u>1</u>
	Sub-total	1
Criminal Investigation Division		
Detective Sergeant II		1
Detective Sergeant Trainee		3
Executive Secretary II		1
Police Captain		1
Police Lieutenant		2
Police Officer I (PT)		<u>1</u>
	Sub-total	9
Evidence Room Management		
Property/Evidence Technician I (PT)		1
Property/Evidence Technician II		<u>1</u>
	Sub-total	2
Patrol		
Police Captain II		1
Police Corporal		2
Police Lieutenant I		1
Police Lieutenant II		3
Police Office I		17
Police Office II		4
Police Officer Trainee		3
Police Sergeant I		4
Senior Police Sergeant		<u>1</u>
	Sub-total	36



<b>Records Management</b>		
Terminal Agency Coordinator I		2
Terminal Agency Coordinator I (PT)		<u>1</u>
	Sub-total	3
<b>School Programs</b>		
Police Corporal		1
Police Officer I		1
Police Officer III		<u>1</u>
	Sub-total	3
<b>School Crossing Guards</b>		
School Crossing Guard (S)		3
Traffic Control Guard (S)		<u>2</u>
	Sub-total	5
<b>Support Services</b>		
Police Captain II		1
Police Logistics Technician I (PT)		<u>2</u>
	Sub-total	3
	Department Total	64
<b>Perry Fire and Emergency Services Department</b>		
<b>Station 1 – Rescue</b>		
Fire Sergeant I		1
Fire Sergeant II		2
Firefighter II		<u>3</u>
	Sub-total	6
<b>Fire Marshall</b>		
Fire Marshall		<u>1</u>
	Sub-total	1
<b>Station 2 – Rescue</b>		
Fire Lieutenant		1
Fire Sergeant II		1
Firefighter I		1
Firefighter II		<u>3</u>
	Sub-total	6
	Department Total	13
<b>Public Works</b>		
<b>Department of Public Works</b>		
<b>Superintendent's Office</b>		
Executive Secretary I		1
Public Works Superintendent		<u>1</u>
	Sub-total	2
<b>Animal Control</b>		
Animal Control Specialist I		<u>1</u>
	Sub-total	1
<b>Animal Control Facility</b>		
Animal Control Specialist II		<u>1</u>
	Sub-total	1
<b>Street Maintenance</b>		
Equipment Operator I		1
Equipment Operator III		1
Infrastructure Manager		1
Senior Equipment Operator		<u>2</u>
	Sub-total	5
<b>Building Maintenance Operations</b>		
Building Maintenance Manager II		1
Building Maintenance Technician I		1

Building Maintenance Technician II	1
Senior Building Maintenance Technician	<u>1</u>
Sub-total	4
City Hall	
Senior Custodian	<u>1</u>
Sub-total	1
Public Safety	
Building Custodian II	<u>1</u>
Sub-total	1
Worrall Center	
Building Custodian II	<u>1</u>
Sub-total	1
PBES Building	
Building Custodian II	<u>1</u>
Sub-total	1
Landscape Management	
Equipment Operator I	1
Equipment Operator II	3
Infrastructure Supervisor I	<u>1</u>
Sub-total	5
Department Total	22
Recreation	
Department of Leisure Services	
Director's Office	
Director of Leisure Services	1
Senior Secretary	<u>1</u>
	2
Athletic Operations	
Leisure Services Supervisor I	1
Recreation Specialist II	1
Scorekeeper (S)	<u>4</u>
Sub-total	6
Facilities Maintenance	
Recreation Specialist II	1
Recreation Technician II	<u>1</u>
Sub-total	2
Leisure Services Operations	
Leisure Services Supervisor I	<u>1</u>
Sub-total	1
Department Total	11
Housing/Economic Development	
Department of Community Development	
Director's Office	
Director of Community Development	1
Executive Secretary II	<u>1</u>
Sub-total	2
Engineering	
Engineering Services Manager II	<u>1</u>
Sub-total	1
Utility Inspections	
Utility/Construction Inspector II	1
Utility/Construction Inspector I	<u>1</u>
Sub-total	2

<b>Building Inspections</b>		
Building Inspector I		1
Building Inspector II		1
Building Inspector Trainee		1
Chief Building Official I		1
Permit Technician I		<u>1</u>
Sub-total		5
<b>Code Enforcement</b>		
Code Compliance Specialist I		1
Code Compliance Specialist II		<u>1</u>
Sub-total		2
<b>Planning/Zoning</b>		
Senior Community Planner		<u>1</u>
Sub-total		1
	Department total	13
<b>Office of Economic Development</b>		
Economic Development Administrator II		<u>1</u>
Office total		1
<b>Office of Special Events</b>		
Special Events Administrator I		<u>1</u>
Office total		1

**FIRE PROTECTION UTILITY DISTRICT  
SPECIAL REVENUE FUND**

<b>Public Safety</b>		
<b>Perry Fire and Emergency Services Department</b>		
<b>Chief's Office</b>		
Executive Secretary I		1
Fire Chief		1
Senior Assistant Fire Chief		<u>1</u>
Sub-total		3
<b>Station 1- Headquarters</b>		
Fire Captain I		1
Fire Captain II		2
Fire Lieutenant II		1
Fire Sergeant I		3
Firefighter I		4
Firefighter II		5
Firefighter Recruit		1
Senior Firefighter		<u>1</u>
Sub-total		18
<b>Fire Training</b>		
Senior Fire Training Chief		<u>1</u>
Sub-total		1
<b>Fire Prevention</b>		
Senior Fire Prevention Chief		<u>1</u>
Sub-total		1
<b>Station 2 – Davis Farm</b>		
Fire Lieutenant I		3
Fire Lieutenant II		1
Firefighter II		4
Firefighter Recruit		<u>1</u>
Sub-total		9
	Department total	32

HOTEL/MOTEL TAX  
SPECIAL REVENUE FUND

Department of Public Works			
Litter Control			
Equipment Operator I		2	
	Sub-total		2
Downtown Maintenance District			
Equipment Operator II		1	
	Sub-total		1
		Department total	3
Classic Main Street			
Downtown Manager I		1	
	Program total		1

WATER AND SEWERAGE SYSTEM  
REVENUE FUND

Department of Public Works			
Easement Mowing			
Equipment Operator I		2	
		Department total	2

SOLID WASTE SYSTEM  
REVENUE FUND

Department of Public Works			
Superintendent's Office			
Secretary II		1	
	Sub-total		1
Yard/Bulk Collection			
Equipment Operator I		1	
Senior Solid Waste Operator I		1	
Solid Waste Operator I		3	
Solid Waste Operator II		2	
Solid Waste Operator III		1	
Solid Waste Supervisor I		1	
	Sub-total		9
		Department total	10

STORMWATER UTILITY DISTRICT  
REVENUE FUND

Department of Public Works			
System Maintenance			
Equipment Operator II		1	
Infrastructure Supervisor I		1	
	Sub-total		2
		Department total	
City Retention Ponds			
Equipment Operator I		1	
	Sub-total		1
		Department total	3
Department of Community Development			
Stormwater Inspections			
Stormwater Inspector II		1	
		Department total	1

**Exhibit "C"**  
**Appointive Officer/Director of Department**  
**FY 2023 Compensation**

**Appointive Officer**

Chief Judge	\$ 45,000	—	\$ 80,000
Associate Judge	25,000	—	60,000
City Attorney	89,200	—	140,000
City Manager	140,000	—	190,400
Assistant City Manager	102,600	—	150,500
City Clerk	69,000	—	103,400

**DIRECTOR OF DEPARTMENT**

Director of Administration	\$ 93,500	—	\$ 136,400
Finance Director	93,900	—	136,400
Chief of Police	95,500	—	141,400
Fire Chief/Director of Emergency Services	86,400	—	126,100
Public Works Superintendent	85,100	—	125,600
Director of Leisure Services	79,300	—	117,700
Director of Community Development	86,800	—	126,900

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA, FOR THE PURPOSE OF ESTABLISHING A NEW ARTICLE XVIII, BROADBAND READY COMMUNITY, IN CHAPTER 15- LICENSES, TAXATION, AND MISCELLANEOUS BUSINESS REGULATIONS.**

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

1.

By establishing **Article XVIII- Broadband Ready Community** in **Chapter 15- Licenses, Taxation and Miscellaneous Business Regulations** to read as follows:

**ARTICLE XVIII. – BROADBAND READY COMMUNITY**

**Sec. 15-2207. Definitions.**

*Applicant* means a person applying for a permit for a broadband network project.

*Broadband network project* means any deployment of broadband services.

*Permit* means any local permit, license, certificate approval, registration, or similar form of approval required by policy, administrative rule, regulation, ordinance, or resolution with respect to a broadband network project.

*Political subdivision* means a county, municipal corporation, consolidated government, or local authority.

**Sec. 15-2208. Single point of contact.**

The City of Perry, Georgia shall appoint a single point of contact for all matters related to a broadband network project.

(a) The single point of contact documentation shall include:

1. Position and title
2. Name (first, last)
3. Organization involved in the request City's request designation
4. Phone numbers (work and mobile if applicable)
5. Email(s)
6. Website URL to Contacts Page

(b) The single point of contact shall be available for matters related to a broadband network project or a related liaison who may direct such inquiry in real time, with general scope and responsibilities to include permitting and right-of-way; and

(c) The single point of contact information must be current to maintain designation, by updating such change in contact information on web pages and associated sources, within fifteen (15) calendar days of change.

**Sec. 15-2209. Application completeness review.**

(a) The City shall determine whether an application is incomplete and notify the applicant, by email, of the determination by the City within 10 calendar days of receiving an application.

(b) If the City does not respond to the applicant on whether the application is incomplete, within 10 calendar days, the application shall be assumed to be complete on the 11th day.

**Sec. 15-2210. Notification of incomplete application.**

- (a) If the City determines that an application is not complete, the notification by email to the applicant shall specify all required components of the submitted application that were considered 'incomplete';
- (b) The City's response shall include a checklist of sequenced items that resulted in the application being deemed 'incomplete' and the review timeline shall be as follows:
  - 1. The applicant has up to 40 calendar days from the date of notification of incompleteness to respond back with corrections; and
  - 2. If the applicant does not respond back within 40 calendar days, the application is deemed canceled.
- (c) If within 10 calendar days the City does not respond to the applicant on whether the corrected application is incomplete, the application shall be assumed to be complete on the 11th day; and
- (d) The City shall require a new submission and reset the process and application fees, should an application be deemed incomplete a second time.

**Sec. 15-2211. Approval or denial notification.**

If, on or before the 11<sup>th</sup> day as described in section 15-2209 (b), an application is deemed complete, the City shall approve or deny an application within 10 calendar days unless a joint meeting between the applicant and the City is deemed as necessary.

- (a) If a joint meeting is deemed necessary, the joint meeting must occur within 15 calendar days of notification of completion and the joint meeting shall include:
  - 1. Where applicant is going to conduct work,
  - 2. When the work will be conducted,
  - 3. What type of work will be done,
  - 4. Who the City can contact for specific details or related questions, and
  - 5. Any permit seeking approval under application.
  - 6. Following a joint meeting between the applicant and the City, the City shall deny or approve the application within 10 calendar days.
- (b) Upon final approval, any required permit permitted shall be deemed issued.

**Sec. 15-2212. Related fees.**

- (a) Any fee imposed by the City to review an application, issue a permit, or perform any other activity related to a broadband network project shall be reasonable, cost based, and nondiscriminatory to all applicants.
- (b) Any application fee that exceeds \$100.00 shall be considered unreasonable unless the City can provide documentation justifying such fee based on a specific cost.

**Sec. 15-2213. Other information.**

- (a) Double fee: No City or County shall require an application or permit(s) when already approved by an authorized state or federal jurisdiction. Provider shall notify and provide a copy of the approved permit to the single-point-of-contact at the City or County prior to access of right-of-way within the City or County jurisdiction.
- (b) Application validity timeline: Any approved application shall be valid for six months from the date of approval. Should a provider not commence the service request qualified in the approved application within six months, the application shall expire, and it shall require a new permit approval and any associated fees, as applicable.
- (c) Single service drop: A City or County shall not require a permit for a broadband service

provider to perform an installation of broadband service at an individual customer's service address as long as the facility being utilized only transverses a deminimis portion of the public right-of-way to reach the customer's property. The provider must still comply with the provisions of Chapter 9 of Title 25 of the O.C.G.A.

**Sec. 15-2214. Notification to the Georgia Department of Community Affairs.**

- (a) A Georgia Certified Broadband Ready Community has an affirmative duty to notify the Georgia Department of Community Affairs of any changes to the information submitted as part of its application; and
- (b) Failure to notify Georgia Department of Community Affairs of changes may result in revocation of the City's Broadband Ready Certification, should the certification be granted.

**SO ENACTED this \_\_\_ day of July, 2022.**

**CITY OF PERRY, GEORGIA**

By: \_\_\_\_\_  
Randall Walker, Mayor

Attest: \_\_\_\_\_  
Annie Warren, City Clerk

1<sup>st</sup> Reading: June 21, 2022

2<sup>nd</sup> Reading: July 5, 2022



**A RESOLUTION  
DECLARING CERTAIN ASSETS SURPLUS**

**WHEREAS**, the Finance Department is recommending certain assets be declared surplus; and

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

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

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

<b>Asset #</b>	<b>Vin #</b>	<b>Description</b>	<b>Department</b>	<b>Condition</b>
1838	1FDXF80C0TVA21228	1996 FORD F800	P. WORKS – STREETS	FAIR/UNSAFE BOOM ATTACHMENT
768	1FDAW56P84EB96553	2004 FORD F550	P. WORKS - UTILITIES	POOR – DOES NOT RUN

**SO RESOLVED**, this 21<sup>st</sup> day of June 2022.

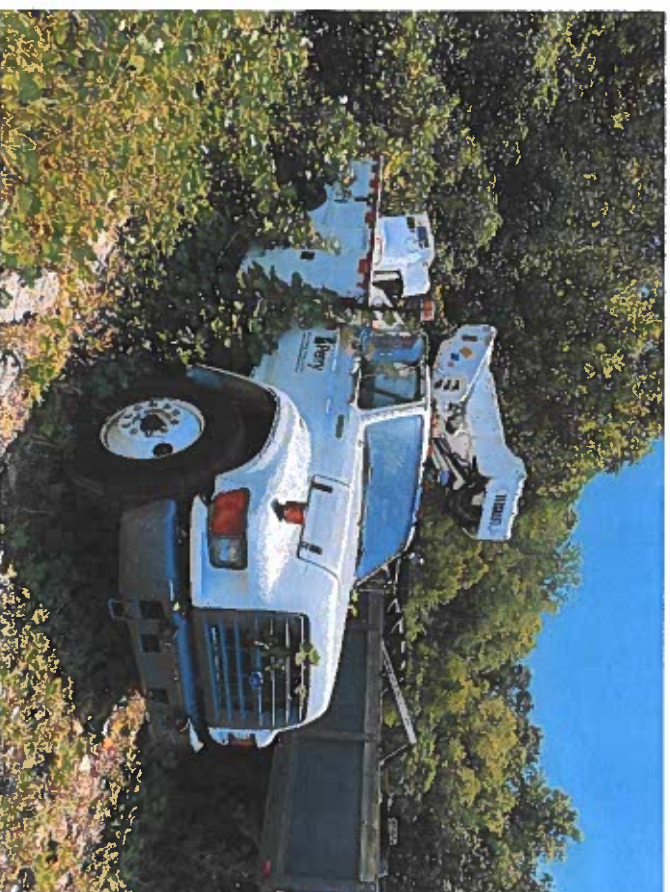
CITY OF PERRY

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

City Seal

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

# Declaration of Certain Assets Surplus



## Declaration of Certain Assets Surplus

Asset #	Vin #	Description	Department	Condition
1838	1FDXF80C0TVA21228	1996 FORD F800	P. WORKS – STREETS	FAIR/UNSAFE BOOM ATTACHMENT
768	1FDAW56P84EB96553	2004 FORD F550	P. WORKS - UTILITIES	POOR – DOES NOT RUN

**A RESOLUTION NAMING  
CERTAIN CITY FACILITIES**

**WHEREAS**, the council desires to name facilities for easy identification and citizen awareness; and

**WHEREAS**, the city has certain facilities that need identification or adjustment:

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY HEREBY RESOLVES** that the below facilities are named as stated in this resolution.

- East Perry Wastewater  
Treatment Facility  
Harris tract
  
- Wooden Eagle Park  
Wooden Eagle Trail/Boulder Creek Road
  
- Amherst Park  
Amherst Street/Loneoak Trail
  
- City Hall  
808 Carroll Street
  
- Administration Building  
1211 Washington Street

SO RESOLVED THIS \_\_\_\_\_ DAY OF JUNE 2022.

CITY OF PERRY

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

City Seal

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



Where Georgia comes together.

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

**TO:** Mayor/Council  
**FROM:** Lee Gilmour, <sup>LG</sup> City Manager  
**DATE:** June 2, 2022  
**REFERENCE:** Fee resolution

The attached is the resolution amending the City of Perry Fee Schedule to adjust revenues to fund the recommended FY 2023 Operating Budget. A summary of the charges are:

- Unless otherwise stated fees and charges are increased 3.00%.
- The building permit fees are staying the same until the new billing system is in place.
- The fire protection fee increases \$ 1.00/ERU/mo for residential and the same for non-residential.
- The stormwater fee increases .50/ERU/mo.
- No change for the solid waste collection charge.
- The water consumption rate increases 0.0186/unit. The base fee and sewer consumption rate remain the same.
- The natural gas base charge increases .30/billing. The consumption rate (city portion) remains the same.
- With the above adjustments the average city services bill increases 2.45%.
- The Department of Leisure Services youth and adult program fees are set by the Department with the city manager's approval.

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

**WHEREAS**, the Council has adopted its FY 2023 Operating Budget; and

**WHEREAS**, the City's fees and charges need to be adjusted accordantly;

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY  
HEREBY RESOLVES** that the City of Perry Fee Schedule is amended as shown in Exhibit "A", hereby made a part of this resolution, effective July 1, 2022.

SO RESOLVED THIS \_\_\_\_\_ DAY OF JUNE 2022

CITY OF PERRY

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

City Seal

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

# EXHIBIT "A"

## CITY OF PERRY FEE SCHEDULE

### A. Licenses and Permits

#### 1. Alcoholic Beverage Licenses

a.	Malt package sales/consumption	\$ 620.00/yr 310.00/½ yr
b.	Wine package sales/consumption	\$ 620.00/yr 310.00/½ yr
c.	Distilled spirits package sales	\$ 4,100.00/yr 2,050.00/½ yr
d.	Malt, wine, distilled spirits package sales	\$ 4,700.00/yr 2,350.00/½ yr
e.	Distilled spirits consumption	\$ 5,300.00/yr 2,650.00/½ yr
f.	Malt, wine, distilled spirits consumption	\$ 5,100.00/yr (1) 2,550.00/½ yr
g.	Caterer License	\$ 430.00/yr 215.00/½ yr
	1. Special Event Alcoholic Beverage License	\$ 50.00/event (1)
h.	Manager/Franchise	
	1. Manager Transfer	\$ 155.00/each
	2. New Manager	140.00/each
i.	Wholesale Alcohol Beverage License	
	1. Malt packages sales	\$ 155.00/yr 77.00/½ yr
	2. Wine package sales	\$ 155.00/yr 77.00/½ yr

3.	Distilled spirits package sales	\$ 1,055.00/yr 527.00/½ yr
4.	Malt, wine, distilled spirits package sales	\$ 1,260.00/yr 630.00/½ yr
j.	Administrative Fee	
1.	Standard	\$ 50.00/each
2.	On-line	\$ 26.00/each
k.	Special event alcoholic beverage permit	\$ 130.00/per permit
l.	Brown bagging permit	
	Daily (limit three (3) consecutive days)	\$ 62.00/each
	Annual	\$ 250.00/yr 125.00½ yr
2.	<u>Occupational Business License/Permits</u>	
a.	Administrative Fee	
1.	Standard	\$ 50.00/each
2.	On-line	\$ 26.00/each
b.	Financial Institutions	\$1,778.00/minimum
c.	Insurance Companies/Agents	\$ 75.00/business (1)
d.	Other business	
1.	Employees 1-2	\$ 130.00/business
2.	Employees 3-9	\$ 115.00 plus 26.00 for each employee over 2
3.	Employees 10-99	\$ 280.00 plus 21.00 for each employee over 9
4.	Employees 100-499	\$1,800.00 plus 9.00 for each employee over 99
5.	Employees 500 – up	\$3,575.00 plus 5.00 for each employee over 499 <i>Maximum charge \$4,525.00</i>
e.	Transient business permit	\$ 285.00/each/yr 137.00/each/½ yr
f.	Vehicle for hire license	\$ 95.00/yr (plus business license)



g.	Pawn broker license	\$ 95.00/yr (plus business license)
h.	Professional business license	\$ 400.00/yr <sup>(1)</sup>
i.	Closing-out Sale & Existing business license	
	1. Period not to exceed thirty (30) days	\$ 48.00/each
	2. Period not to exceed sixty (60) days	86.00/each
	3. Period not to exceed ninety (90) days	118.25/each
j.	Closing-out Sale non-existing business license	
	1. Period not to exceed thirty (30) days	\$ 625.00/each
	2. Period not to exceed sixty (60) days	1,262.00/each
	3. Period not to exceed ninety (90) days	2,000.00/each
k.	Additions to Inventory Business License	
	1. Period not to exceed thirty (30) days	168.00/each
	2. Period not to exceed sixty (60) days	325.00/each
	3. Period not to exceed ninety (90) days	490.00/each
l.	Adult Business License	
	1. Adult use	\$ 2,110.00/yr
	2. Manager license	98.00/yr
	3. Entertainer license	98.00/yr
	4. Server license	98.00/yr
m.	Barber, Beautician, Manicurist, Massage Technician	
	Self-employed	\$ 113.00/yr
n.	Produce stands business license	\$ 102.00/each/yr 51.00/each/½ yr
o.	Septic waste contractor permit	\$ 180.00/yr \$ 90.00/½ yr
p.	Food Truck Permit	\$ 113.00/each

3. Non-Business Permits

a. Structure Permits

1. Valuation Schedule

- (a) \$0.00 - \$15,000.00  
\$57.00 for the first \$2,100 plus  
\$7.25 for each additional thousand  
or fraction thereof, to and including  
\$15,000.00
- (b) \$15,000.01 - \$50,000.00  
\$163.00 for the first \$15,400.00 plus  
\$7.25 for each additional thousand  
or fraction thereof, to and including  
\$50,000.00
- (c) \$50,000.01 - \$100,000.00  
\$410.00 for first \$50,000.00 plus  
\$6.10 for each additional thousand  
or fraction thereof, to and including  
\$100,000.00
- (d) \$100,000.01 - \$500,000.00  
\$690.00 for the first \$100,000.00 plus  
\$4.60 for each additional thousand  
or fraction thereof, to and including  
\$500,000.00
- (e) \$500,000.01 –  
\$2,450.00 for the first \$500,000.00 plus  
\$3.60 for each additional thousand  
or fraction thereof

2. Valuation Rates

- (a) New construction and additions  
\$94.00/square foot of heated space
- (b) Renovations/Alterations  
\$47.00/square foot of heated space
- (c) Other uses  
Estimated cost unless otherwise noted  
in fee schedule

3. Solid Waste Franchise Fee

- (a) Residential (1-2 units)                   \$ 26.00/permit/site
- (b) Other   \$ 35.00/permit/site

4. Building Permit Water  
Consumption Charge

\$ 125.00/each

5. Alteration review fee

\$ 155.00/each

b.	Curb cut permit	\$ 64.00/each
c.	Moving structure permit	\$ 64.00/each
d.	Demolition structure permit	\$ 144.00/minimum each
e.	Manufactured Structures	
	1. Single-wide	Per 3 (a)
	2. Double-wide	Per 3 (a)
f.	Soil Erosion Permit	
	1. Georgia Department of Natural Resources Environmental Protection Division	\$ 40.00/disturbed acre (1)
	2. Local issuing authority	40.00/disturbed acre (1)
g.	Mass Gathering Permit	\$ 69.00/each
h.	Parade Permit	\$ 171.00/each
i.	Swimming pool permit	
	1. Private above ground swimming pool	\$ 97.00/each
	2. Private below ground swimming pool	134.00/each
	3. Public swimming pool	242.00/each
j.	Portable/Temporary sign permit	\$ 64.00/each
k.	Sanitary dumping permit	\$ 64.00/each
l.	Bingo Permit	\$ 64.00/year
m.	Block Party Permit	\$ 97.00/each
n.	Tree Removal permit	\$ 64.00/each
	<i>(Note: Homeowners/residential owners exempt from permit requirements for removal of pines.)</i>	
o.	After hours cemetery access permit	\$ 168.00/each
p.	Fire Safety Permits	
	Fireworks Sale Location	\$ 500.00/each (1)
	New Business Locations	\$ -
	Burn Permit-Commercial	\$ 155.00/each

	Blasting Permit	\$ 115.00/each
	Hazardous Materials Permits	\$ 155.00/each
q.	Special Event Permit	\$ 75.00/each
r.	Individual well permit	\$ 64.00/each

## B. Charge for Services

### 1. General

#### a. Planning and Zoning

##### 1. Rezoning Request

a.	Residential	\$ 145.00 plus \$17.00/acre (maximum \$1,750.00)
b.	Planned Development	\$ 165.00 plus \$17.00/acre (maximum \$3,100.00)
c.	Commercial/Industrial	\$ 252.00 plus \$23.00/acre (maximum \$3,300.00)

##### d. Code Enforcement (Except Environmental)

###### 1. Violations (per site/year)

First Offense	\$ 154.00
Second Offense	\$ 87.00
Third Offense	\$ 161.00
Plus mandatory Municipal Court appearance	

###### 2. Environmental Violation Fees (per site/year)

###### a. Illegal dumping of solid waste

First Offense	\$ 134.00
Second Offense	\$ 227.00
Third Offense	\$ 440.00
Plus mandatory Municipal Court appearance	

###### b. Illegal dumping of sewage (City-wide/year)

First Offense	\$ 160.00
Second Offense	\$ 300.00
Third Offense	\$ 595.00
Plus mandatory Municipal Court appearance	

3. Enforcement Activity  
Actual City cost times 150%  
plus 10% administrative cost
- e. Building Permit Re-inspection Fee
 

Third site visit	\$ 114.00 each
Each subsequent visit, previous amount plus	\$ 62.00/visit
2. Variance/Special Exception/  
Conditional Use/Administrative Appeal \$ 95.00/each
3. Temporary Use Permit \$ 33.00/location
4. Subdivision Review
  - a. Minor Plat \$ 64.00
  - b. Preliminary Plat Approval \$ 118.00
  - c. Final Plat \$ 48.00, plus recording  
cost, if required
5. Site Plan Review
  - a. Single-family Residential (subdivisions)
    - (1) Initial and second submission/review  
\$20.00/lot; minimum \$130.00/plat, maximum  
\$1,715.00/review
    - (2) Third and each subsequent review  
Actual consultant cost, plus five percent (5%)
  - b. All Non-single-Family Residential
    - (1) Initial and second submission/review
 

1-3 Acres	\$2,415
3.01+	\$2,415 plus \$242 each additional acre or portion thereof. Maximum \$7,988/review
    - (2) Third and each subsequent review  
Actual consultant cost, plus five percent (5%)
  - c. Minor site review \$113.00/each
6. Any work started prior to obtaining a permit shall double the permit amount.
7. Delinquent Certificate of Appropriateness \$226.00/event

- 8. Zoning verification letter fee
  - a. Basic zoning information \$ 26/00/each
  - b. Detailed zoning information \$ 103.00/each
  
- b. Election fees
  - Mayor \$ 360.00/election (1)
  - Council Member 198.00/election (1)
  
- c. Perry Municipal Court
  - 1. Court Cost \$ 44.00
  
- 2. Public Safety
  - a. Police Services
    - 1. False alarms 87.00/each  
*(after 3 in twelve month period at same location)*
    - 2. Records
      - (a) Background check 16.25/each
      - (b) Expungement 25.00/each (1)
    - 3. Miscellaneous
      - (a) Notarize 7.50/each
    - 4. Firearms Class
      - Participant Fee \$ 28.00/each/class
    - 5. Automated Traffic Safety Zone
      - First Offense \$ 75.00/citation (1)
      - Second and Subsequent 125.00/each (1)
  - b. Fire Services
    - 1. Fire alarms
 

With a twelve (12) month period should the following occur:

      - a. False alarm
        - First two (2) calls no charge
        - Third call \$ 82.00
        - Fourth call 216.00
        - Fifth and more 540.00/each

b. Fire alarm placed in test or disabled is prohibited

- First violation	\$ 82.00
- Second violation	160.00
- Third violation	216.00
- Fourth violation and more	335.00/each

2. CPR Class \$ 43.00/each

3. Fire Safety Inspections

a) Inspections

First Inspection	No Charge
First Follow-up	\$ 226.00/each
Second Follow-up	\$ 226.00/each
Each Subsequent Follow-up	\$ 226.00/each
Non Single-family Residential Certificate of Occupancy	\$ 160.00/each
Annual Fire Re-Inspection First	No Charge
First Follow-up	\$ 160.00/each
Additional Subsequent Follow-up	\$ 226.00/each

Fire Watch

Person/Hour	\$ 64.00/hour
Apparatus/Hour	\$ 226.00/hour
Special Events	\$ 160.00/each
Tank Installation/Removal	\$ 160.00/each

4. Fire Protection Service Fee

a. ERU value

Residential	\$ 23.00/ERU
Non-residential	15.75/ERU

b. Meter Maximums

1. Moderate Risk

	Non-Residential	Residential	
Single Meter	\$231/billing	Per unit	\$ 13.20/billing
Master Meter	\$1000/billing	Maximum	\$ 1,000/billing

2. Significant Risk

Single Meter	\$385/billing
Master Meter	\$850/billing

3. Maximum Risk

Single Meter	\$510/billing
--------------	---------------

Master Meter \$1,100/billing

5. Fire Marshal Review Fees

- a. Site Review \$145.00/each
- b. New Structure
  - 1) Less than 10,000 sq. ft. 175.00/each
  - 2) Greater than 10,000 sq. ft. .018/sq. ft./each
- c. Remodeling Structure
  - 1) Less than 2,500 sq. ft. 61.00/each
  - 2) 2,501 – 10,000 sq. ft. 172.00/each
  - 3) Greater than 10,000 sq. ft. 0.019/sq. ft./each
- d. Fire Alarm Review 165.00/each
- e. Sprinkler Review 165.00/each

3. Public Works Services

- a. City of Perry Stormwater Utility District
  - 1. ERU Fee \$ 5.50 /billing
  - 2. Billing maximum \$ 590.00/billing

4. Sanitation

- a. Tire Disposal Fee
  - 1. Car (16" and smaller) \$ 8.00/each
  - 2. Truck tire 10.20/each
  - 3. Tractor/equipment 12.60 /each
- b. Toter Service
  - 1. First totter \$ 24.40/billing
  - Each extra totter 8.00/billing
- c. Container Services
  - 1. Weekly pick-up Monthly pick – up fee
    - a. 2 cubic yard
      - 1 pick-up per week \$ 38.00/billing
      - 2 pick-up per week 74.00/billing
      - 3 pick-up per week 112.00/billing
      - 4 pick-up per week 149.00/billing
      - 5 pick-up per week 186.00/billing
      - 6 pick-up per week 223.00/billing
    - b. 4 cubic yard
      - 1 pick- up per week \$ 75.00/billing
      - 2 pick- up per week 149.00/billing



	3 pick-up per week		222.00/billing
	4 pick-up per week		297.00/billing
	5 pick-up per week		371.00/billing
	6 pick-up per week		445.00/billing
c. 6 cubic yard			
	1 pick-up per week	\$	112.00/billing
	2 pick-up per week		223.00/billing
	3 pick-up per week		334.00/billing
	4 pick-up per week		445.00/billing
	5 pick-up per week		556.00/billing
	6 pick-up per week		667.00/billing
d. 8 cubic yard			
	1 pick-up per week	\$	149.00/billing
	2 pick-up per week		297.00/billing
	3 pick-up per week		444.00/billing
	4 pick-up per week		593.00/billing
	5 pick-up per week		740.00/billing
	6 pick-up per week		889.00/billing
e. Extra pick-up			
	2 cubic yard	\$	9.00/each
	4 cubic yard		17.00/each
	6 cubic yard		25.00/each
	8 cubic yard		33.00/each
3.	Bulk pick-up		18.10/pull
4.	Roll on/off container		212.00/pull plus disposal costs
5.	Recycling totter		
a.	8 cubic yard	\$	8.25/each/billing
	65 gallon cart		8.25/each/billing
6.	Commercial recycling		
a.	8 cubic yard	\$	81.00/billing
	65 gallon cart		15.50/billing
d.	Late fee ten percent (10.00%) amount at due		

e. Extra Services

1. Totter customer

- a. Yard debris/leaves bagged/  
credit \$ 3.90/pick-up
- b. Special services \$ 230/load  
contractor yard/tree service debris; excessive bulk items
- c. Special pickup \$ 26.00/each

2. Container customers

- a. Yard debris/leaves \$ 124.00/each pick up
- b. Bulk collection
  - 1) 1-10 items \$ 180.00/each pick-up
  - 2) 11+ items 310.00/each pick-up
  - 3) City schedule bulk customers Contract prices

f. Activation Fees (if not billed on water meter)

- 1. Residential \$ 49.00/each location
- 2. Non-residential \$ 72.00/each location

5. Water/Sewerage

a. Water Services

1. Meter

- a. Reread \$ 39.00/each
- b. Test 131.00/each
- c. Activation Fee (Non-refundable)
  - 1. Residential 50.00/each location
  - 2. Other 75.00/each location

d. Customer Request Reloc. 136.00

e. Hydrant water meter deposit \$1,750.00

f. Should a current customer with an account in good standing desire to relocate or add additional service(s)

- 1. If there is a closing of one location and adding another within the system, no activation fee will be charged.

2. If the customer desires to add an additional account(s), and retain the current account, an activation fee will be \$32.00/account.

2. Meter Installations

a. New Service Connection

- |  |  |
|--|--|
| 1. Residential standard                      | \$ 1,800.00/each                                 |
| 2. Residential/set<br>(service + irrigation) | 2,400.00/each                                    |
| 3. 1" irrigation add on                      | 1,900.00/each                                    |
| 4. 1 ½" Meter                                | 3,300.00/each                                    |
| 5. 2" Meter                                  | 3,500.00/each                                    |
| 6. larger meter                              | 1,400.00/plus cost<br>of meter installation each |

b. Existing Service Meter Replacements

- |  |                      |
|--|----------------------|
| 1. Residential   | \$ 1,300.00/each     |
| 2. 1 ½ " Meter   | 2,600.00/each        |
| 3. 2" Meter  | 2,600.00/each        |
| 4. Larger Meter  | Actual meter cost    |
| 5. Meter box/lid   | 100.00               |
| 6. Water box replacement<br>(2 <sup>nd</sup> time and every additional time) | 50.00/each           |
| 7. Register  | \$ 118.00/each event |
| 8. Wire pigtail  | \$ 26.00/each        |
| 9. Pigtail housing   | 38.00/each           |

d. Construction Replacement

- |                  |                |
|------------------|----------------|
| 1. Replace meter | \$ 350.00/each |
|------------------|----------------|

2. Replace meter box/lid 80.00/each

3. MXU 260.00/each

e. City Installation

Add \$75.00 to each meter cost

3. Services

a. Base charge

1) Water/Sewer meter \$ 4.70/billing

2) Water only 3.10/billing

b. Consumption

1. Residential /Irrigation

1- x units \$.3914/unit/billing

2. Commercial /Industrial

(a) 1 - x units \$.3914/unit/billing

(b) Flat rate 4.00/unit

(c) Users required to install pre-treatment infrastructure  
1 - x units \$.2785/unit/ billing

4. Other Service

a. Reconnect

- During business hours \$ 60.00/ea.

- After business hours 95.00/ea.

Meter blockage 57.00/ea.

Repeat visit 23.00/ea.

On/Off charge 46.00/ea.

b. Sewerage Service

1. Installation

a.. Backflow preventer  
Second and subsequent replacement \$113.00/each

b. Sewer tap inspection fee  
Non-residential \$ 155.00/each  
Residential (1 + 2 family units) 26.00/each

2. Service

a. Consumption

- 1) Residential
  - 1-80 units                   \$.8410/unit/billing
  - 81 + units                   .6869/unit/billing
  
- 2) Non-Residential
  - a. Regular User
    - 1-180 units               \$.8410/unit/billing
    - 181 + units               .6869/unit/billing
  
  - b. Users required to install pre-treatment infrastructure
    - 1 – 180 units           \$.5900/unit/billing
    - 181 –x units           .4808/unit/billing
  
- b. No meter fee               \$ 2.10/billing

3. Activation Fee (if no water meter)

- a. Residential               \$ 49.00/each
  
- b. Other                       \$ 72.00/each

6. Natural Gas

a. Meter

1. Activation Fee (Non-refundable)

- a. Residential               \$ 49.00/each location
- b. Other                       \$ 72.00/each location

c. Should current customer with an account in good standing desire to relocate or add additional service(s)

- 1. If there is a closing of one location and adding another within the system, no activation fee will be charged.
  
- 2. If the customer desires to add an additional account(s), and retain the current account, an activation fee will be \$30.00/account.

- 2. Reread                       \$ 44.00/each
- 3. Test                           134.00/each
- 4. Installation

- a. Residential connection \$ 330.00/each
    - b. Additional service line \$ 5.00/linear foot
    - c. Commercial Connection \$ 330.00 or actual contractor cost  
whichever is greater for each tap
  - 5. Customer Requested
    - a. Relocation \$ 134.00/each
  - b. Service
    - a. Base charge \$ 5.00/month
    - b. Consumption
      - City Distribution Charge .4327/ccf
  - c. Other services
    - 1. Reconnect Charge
      - a. Business hours \$ 55.00/each
      - b. Non-business hours 89.00/each
    - 2. Meter Blockage Charge 55.00/each
    - 3. Repeat visit 23.00/each
    - 4. On/off charge 44.00/each
  - d. Gas Furnishings
    - 1. Formula for Rebate
      - Furnace/water heater  
/3<sup>rd</sup> appliance \$ 675.00/each
      - Hydro-heater (combination  
furnace/water heater) 390.00/each
      - Water heater 325.00/each
      - Furnace 250.00/each
      - Range, outdoor light, dryer, space  
heater, logs, fireplace 100.00/each
      - Future drop (limit 2) 75.00/each
- 7. Cable Franchise
  - a. Application fee \$ 180.00/each
  - b. Franchise Fee 5% monthly subscriber cost

8. Animal Control/Shelter

a. Field Charges

1. Impoundment

- a. First Offense \$ 54.00/animal
- b. Second Offense 93.00/same animal
- c. Third and subsequent 165.00/same animal

2. Pick-up fee 39.00/animal/incident

b. Shelter services

1. Boarding \$ 18.00/animal/day

c. Dangerous Dog Registration \$ 386.00/annually

d. Animal Limit Variance Application Fee \$ 54.00/each

9. Other fees

a. Surety Bond for moving 257.00/each  
(refunded after move)

b. Tax Enforcement

1. Levy Papers \$ 16.00/each

2. Tax Fi Fa  
Recording cost \$ 18.00/each  
Remove 17.00/each

3. Tax Interest .542% per month of the tax amount

4. Tax Penalty 5% after 120 days with an additional  
5% after each successive 120 days to a  
maximum of 20%

c. Advertising Actual cost

d. Bad check fee  
Administration \$ 30.00 (1)  
Financial Institute 5.00 (1)

- e. Cemetery fee
  - 1. Purchase of Plot \$ 1,160.00/each
  - 2. Recording Fee 25.00/each

10. Culture and Recreation

- a. Youth Program Fees
  - 1. Per Department of Leisure Services Schedule
  - 2. Basketball Age Group
    - 5-6 years old \$ 47.00/participant
    - 7-12 years old 85.00/participant
    - 13 – 17 years old 90.00/participant
- b. Adult Program Fees
  - 1. Per Department of Leisure Services Schedule

*(1) Mandated per the State of Georgia*

C. Miscellaneous Revenue

- 1. Rental Income
  - a. James E. Worrall Community Center
    - 1. Community Room/Kitchen
      - a. Monday - Thursday
        - Day \$ 231.00
        - Evening 346.00
        - Full day 577.00
      - b. Friday – Sunday
        - Day \$ 309.00
        - Evening 412.00
        - Full day 721.00



- c. Deposit of \$ 124.00 for each rental event.
  - 2. Multi-Purpose room
    - a. Hourly rate at \$ 21.00
    - b. Deposit of \$ 175.00 for each rental event
  - 3. Gym
    - a. Monday – Friday (no holiday)
      - 8:00am – 4:00pm No Charge
    - b. Saturday – Sunday, holidays, nights
      - 1) 8:00am – 4:00pm
        - 1-4 hours \$ 113.00/event
        - 5-8 hours 227.00/event
      - 2) 4:00pm – 12:00am 237.00/event
    - c. Tournaments \$ 206.00 deposit/tournament
- b. Rozar Park
  - 1. Pavilion \$ 43.00/ hour
  - 2. Ballfield
    - Day \$ 26.00/hour
    - Night 34.00/hour
    - Tournament deposit 257.00/event
  - 3. Adult Soccer Field
    - \$ 51.00/hour
    - 77.00/hour for tournament
    - 196.00/deposit
  - 4. Disc Golf Course
    - (a) For-profit group \$ 340.00/day
    - (b) Non-profit group 227.00/day
    - (c) Deposit 227.00/event
- c. Creekwood Park
  - 1. Pavilion \$ 46.00/hour
  - 2. Ballfield
    - Day \$ 26.00/hr
    - Night 36.00/hr
    - Tournament deposit \$ 257.00/event

3.	Football field		
	- Day	\$	26.00/hr/day
	- Night		36.00/hr/day
	- Tournament deposit		250.00/event
d.	Perry Events Center		
1.	Community Room	\$	31.00/hour
2.	Main Hall		
	a) Monday – Thursday		
	8:00am – 4:00pm	\$	433.00/day
	4:00pm – 12:00am		649.00/day
	8:00am – 12:00am		1,133.00/day
	b) Friday – Saturday		
	8:00am - 4:00pm	\$	824.00/day
	4:00pm – 12:00am		1,133.00/day
	8:00am – 12:00am		1,855.00/day
3)	Deposit	\$	206.00/event
e.	Barbara Calhoun Park		
1.	Tennis Courts		
	Day		
	2 courts	\$	227.00/day
	4 courts		453.00/day
	Tournament deposit		257.00/event
f.	Heritage Oaks Park		
1.	Day (8:00am – 4:00pm)	\$	31.00/event
2.	Evening (4:00pm – 11:00pm)		
	Monday – Thursday	\$	41.00/hour
	Maximum		247.00/event day
3.	Friday – Sunday	\$	62.00/hour
	Maximum	\$	433.00/event day
4.	Event Deposit	\$	51.00/event
5.	Damage Deposit	\$	103/event

**A RESOLUTION TO AMEND  
THE CITY OF PERRY  
POSITION CLASSIFICATION PLAN**

**WHEREAS**, the Council has adopted an Operating Budget for FY 2023; and

**WHEREAS**, the adoption of this budget requires amending the Job (Position) Classification part of the Position Classification Plan; and

**WHEREAS**, the GDCA wage survey and local market conditions require adjusting various pay ranges;

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY HEREBY RESOLVES** that the Position Classification Plan (Position) Classification Schedule is amended as stated below:

Section 1. The Job Classification Schedule as shown in Exhibit "A", hereby made a part of this resolution, is adopted and made a part of the Position Classification Plan.

SO RESOLVED THIS \_\_\_\_\_ DAY OF JUNE 2022.

CITY OF PERRY

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

City Seal

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

EXHIBIT A  
CITY OF PERRY  
JOB CLASSIFICATION SCHEDULE  
COVERED (CLASSIFIED)

GENERAL GOVERNMENT

Accountant I	\$	47,900	—	\$	74,000
Accountant II		54,600	—		84,300
Senior Accountant		62,200	—		96,100
Accounting Technician I		34,600	—		53,100
Accounting Technician II		38,100	—		58,400
Accounting Technician III		41,900	—		64,200
Senior Accounting Technician		46,100	—		70,600
Administrative Analyst I		43,900	—		68,400
Administrative Analyst II		50,100	—		78,000
Senior Administrative Analyst		55,100	—		85,800
Assistant Finance Director I		71,800	—		98,800
Assistant Finance Director II		78,100	—		108,700
Senior Assistant Finance Director		85,900	—		119,600
Communications Specialist I		37,300	—		55,600
Communications Specialist II		41,000	—		61,200
Senior Communications Specialist		45,900	—		68,500
Communications Administrator I		58,844	—		87,796
Communications Administrator II		65,894	—		98,324
Senior Communications Administrator		76,422	—		114,022
Communications Manager I		62,600	—		93,400
Communications Manager II		70,100	—		104,600
Senior Communications Manager		81,300	—		121,300
Customer Service Manager I		62,600	—		94,400
Customer Service Manager II		70,100	—		104,600
Senior Customer Service Manager		81,300	—		121,300
Customer Service Supervisor I		56,300	—		83,800
Customer Service Supervisor II		61,900	—		92,200
Senior Customer Service Supervisor		71,800	—		107,000
Customer Service Technician Trainee		31,900	—		47,700
Customer Service Technician I		34,500	—		51,500
Customer Service Technician II		37,300	—		55,600
Customer Service Technician III		41,000	—		61,200
Senior Customer Service Technician		45,900	—		68,500
Executive Secretary I		33,200	—		49,000
Executive Secretary II		37,500	—		60,000
Senior Executive Secretary		42,300	—		65,800

Legal Assistant I	43,900	—	68,400
Legal Assistant II	50,100	—	78,000
Senior Legal Assistant	55,100	—	85,800
Mechanic Trainee	29,600	—	44,400
Mechanic I	32,200	—	48,300
Mechanic II	36,100	—	54,100
Mechanic III	41,200	—	61,700
Chief Mechanic	46,100	—	69,100
Municipal Court Clerk Trainee	40,800	—	61,700
Municipal Court Clerk I	44,400	—	67,100
Municipal Court Clerk II	48,800	—	73,800
Senior Municipal Court Clerk	53,700	—	81,200
Personnel Manager I	62,600	—	93,400
Personnel Manager II	70,100	—	104,600
Senior Personnel Manager	81,300	—	121,300
Personnel Technician I	41,400	—	63,200
Personnel Technician II	45,500	—	69,500
Senior Personnel Technician	50,100	—	76,400
Secretary I	32,400	—	49,300
Secretary II	35,000	—	53,200
Senior Secretary	38,500	—	58,500
Chief Municipal Court Clerk I	62,600	—	93,400
Chief Municipal Court Clerk II	70,100	—	104,600
Senior Court Administrator	81,300	—	121,300
Tax/License Specialist I	41,000	—	61,200
Tax/License Specialist II	45,100	—	69,100
Senior Tax/License Specialist I	51,400	—	76,700
Vehicle Maintenance Manager I	60,900	—	88,400
Vehicle Maintenance Manager II	68,200	—	99,000
Senior Vehicle Maintenance Manager	77,700	—	112,900

## PUBLIC SAFETY

Assistant Fire Chief I	\$	71,000	—	\$	98,800
Assistant Fire Chief II		78,100	—		108,700
Senior Assistant Fire Chief		85,100	—		119,600
Detective Trainee		41,300	—		80,000
Detective Sergeant I		45,200	—		66,100
Detective Sergeant II		49,700	—		72,700
Detective Sergeant III		55,700	—		81,400
Senior Detective Sergeant		63,400	—		91,200
Firefighter Recruit		38,200	—		52,400
Firefighter I		40,400	—		53,900
Firefighter II		45,300	—		65,200

Senior Firefighter	52,800	—	71,800
Fire Captain I	60,700	—	83,800
Fire Captain II	66,800	—	92,200
Senior Fire Captain	73,500	—	101,400
Fire Lieutenant I	51,100	—	73,400
Fire Lieutenant II	56,200	—	80,700
Senior Fire Lieutenant	61,800	—	88,800
Fire Marshal I	55,600	—	82,700
Fire Marshal II	61,200	—	91,000
Senior Fire Marshal	67,300	—	100,100
Fire Prevention Chief I	55,600	—	82,700
Fire Prevention Chief II	61,200	—	91,000
Senior Fire Prevention Chief	67,300	—	100,100
Fire Sergeant I	48,200	—	69,300
Fire Sergeant II	52,500	—	70,800
Senior Fire Sergeant	58,200	—	79,300
Fire Training Chief I	55,600	—	82,700
Fire Training Chief II	61,200	—	91,000
Senior Fire Training Chief	67,300	—	100,100
Police Captain I	62,600	—	93,400
Police Captain II	70,100	—	104,600
Senior Police Captain	81,300	—	121,300
Police Corporal I	45,800	—	68,300
Police Corporal II	50,400	—	75,100
Senior Police Corporal	56,400	—	84,100
Police Lieutenant I	56,300	—	83,800
Police Lieutenant II	61,900	—	92,200
Senior Police Lieutenant	71,800	—	107,000
Police Logistics Technician I	33,200	—	51,700
Police Logistics Technician II	36,500	—	56,900
Senior Police Logistics Technician	40,900	—	63,700
Police Major I	73,300	—	112,700
Police Major II	80,600	—	124,000
Senior Police Major	90,300	—	139,000
Police Officer Trainee	40,800	—	53,500
Police Officer I	42,800	—	64,200
Police Officer II	46,700	—	70,600
Police Officer III	51,300	—	77,700
Police Officer IV	57,800	—	87,100
Senior Police Officer	64,400	—	97,800
Police Sergeant I	50,700	—	75,000
Police Sergeant II	55,800	—	82,500
Senior Police Sergeant	62,500	—	92,400
Property/Evidence Technician I	37,800	—	57,400

Property/Evidence Technician II	40,800	—	62,000
Senior Property/Evidence Technician	44,900	—	68,200
Terminal Agency Coordinator I	37,800	—	57,400
Terminal Agency Coordinator II	40,800	—	62,000
Senior Terminal Agency Coordinator	44,900	—	68,200

## PUBLIC WORKS

Animal Control Manager I	\$	60,900	—	\$	85,400
Animal Control Manager II		68,200	—		99,000
Senior Animal Control Manager		77,700	—		112,900
Animal Control Specialist I		32,300	—		45,800
Animal Control Specialist II		35,500	—		50,400
Senior Animal Control Specialist		39,800	—		56,000
Animal Control Supervisor I		40,500	—		61,900
Animal Control Supervisor II		46,200	—		70,600
Senior Animal Control Supervisor		52,700	—		80,500
Building Custodian I		31,200	—		44,700
Building Custodian II		34,300	—		49,200
Building Custodian III		38,400	—		55,100
Senior Building Custodian		43,000	—		61,700
Building Custodian Supervisor I		40,500	—		61,900
Building Custodian Supervisor II		46,200	—		70,600
Senior Building Custodian Supervisor		52,700	—		80,500
Building Maintenance Manager I		60,900	—		88,400
Building Maintenance Manager II		68,200	—		99,000
Senior Building Maintenance Manager		77,700	—		112,900
Building Maintenance Supervisor I		40,500	—		61,900
Building Maintenance Supervisor II		46,200	—		70,600
Senior Building Maintenance Supervisor		52,700	—		80,500
Building Maintenance Technician I		34,200	—		43,700
Building Maintenance Technician II		37,600	—		52,500
Building Maintenance Technician III		42,100	—		58,800
Senior Building Maintenance Technician		47,200	—		65,900
Equipment Operator Trainee		27,300	—		41,300
Equipment Operator I		31,200	—		46,300
Equipment Operator II		39,400	—		51,900
Equipment Operator III		47,100	—		58,100
Senior Equipment Operator		50,300	—		66,200
Infrastructure Manager I		60,900	—		88,400
Infrastructure Manager II		68,200	—		99,000
Senior Infrastructure Manager		77,700	—		112,900
Infrastructure Supervisor I		40,500	—		61,900

Infrastructure Supervisor II	46,200	—	70,600
Senior Infrastructure Supervisor	52,700	—	80,500
Landscape Manager I	60,900	—	88,400
Landscape Manager II	68,200	—	99,000
Senior Landscape Manager	77,700	—	112,900
Landscape Supervisor I	40,500	—	61,900
Landscape Supervisor II	46,200	—	70,600
Senior Landscape Supervisor	52,700	—	80,500
Solid Waste Manager I	60,900	—	88,400
Solid Waste Manager II	68,200	—	99,000
Senior Solid Waste Manager	77,700	—	112,900
Solid Waste Operations Supervisor I	40,500	—	61,900
Solid Waste Operations Supervisor II	46,200	—	70,600
Senior Solid Waste Operations Supervisor	52,700	—	80,500
Solid Waste Operator I	31,200	—	46,300
Solid Waste Operator II	39,400	—	51,900
Solid Waste Operator III	44,100	—	58,100
Senior Solid Waste Operator	50,300	—	66,200
Stormwater Manager I	60,900	—	88,400
Stormwater Manager II	68,200	—	99,000
Senior Stormwater Manager	77,700	—	112,900
Stormwater Supervisor I	40,500	—	61,900
Stormwater Supervisor II	46,200	—	70,600
Senior Stormwater Supervisor	52,700	—	80,500

#### RECREATION/LEISURE

Athletic Program Supervisor I	\$	40,500	—	\$	65,000
Athletic Program Supervisor II		46,200	—		70,600
Senior Athletic Program Supervisor		52,700	—		80,500
Leisure Program Supervisor I		40,500	—		65,000
Leisure Program Supervisor II		46,200	—		74,600
Senior Leisure Program Supervisor		52,700	—		84,500
Recreation Specialist I		37,300	—		54,600
Recreation Specialist II		42,500	—		62,200
Senior Recreation Specialist		48,500	—		70,900
Recreation Technician I		31,200	—		45,800
Recreation Technician II		34,300	—		55,000
Senior Recreation Technician		38,400	—		61,400

#### HOUSING/ECONOMIC DEVELOPMENT

Building Inspector Trainee	\$	40,100	—	\$	61,000
Building Inspector I		43,600	—		66,300



Building Inspector II	49,700	—	75,600
Senior Building Inspector	56,700	—	86,200
Chief Building Official I	62,000	—	95,800
Chief Building Official II	70,700	—	109,200
Senior Chief Building Official	80,600	—	124,500
Code Compliance Specialist I	43,600	—	66,300
Code Compliance Specialist II	49,700	—	75,600
Senior Code Compliance Specialist	56,700	—	86,200
Community Planner I	48,500	—	75,000
Community Planner II	53,400	—	82,500
Senior Community Planner	60,900	—	94,100
Downtown Manager I	45,700	—	72,100
Downtown Manager II	50,300	—	79,300
Senior Downtown Manager	57,300	—	90,400
Economic Development Administrator I	58,844	—	87,796
Economic Development Administrator II	65,894	—	98,324
Senior Economic Development Administrator	76,422	—	114,022
Economic Development Manager I	62,600	—	93,400
Economic Development Manager II	70,100	—	104,600
Senior Economic Development Manager	81,300	—	121,300
Engineering Services Manager I	67,500	—	101,000
Engineering Services Manager II	74,200	—	111,100
Senior Engineering Services Manager	84,600	—	126,700
Permit Technician I	33,200	—	59,000
Permit Technician II	37,500	—	64,500
Senior Permit Technician	42,300	—	69,800
Special Events Coordinator I	33,200	—	50,000
Special Events Coordinator II	37,500	—	54,000
Senior Special Events Coordinator	42,300	—	60,000
Special Events Administrator I	58,844	—	87,796
Special Events Administrator II	65,894	—	98,324
Senior Special Events Administrator	76,422	—	114,022
Special Events Manager I	62,600	—	93,400
Special Events Manager II	70,100	—	104,600
Senior Special Events Manager	81,300	—	121,300
Stormwater Inspector I	43,600	—	66,300
Stormwater inspector II	49,700	—	75,600
Senior Stormwater Inspector	56,700	—	86,200
Utility/Construction Inspector I	43,600	—	66,300
Utility/Construction Inspector II	49,700	—	75,600
Senior Utility/Construction Inspector	56,700	—	86,200

## UNCOVERED (UNCLASSIFIED)

Camp Counselor	\$ 9.40/hr.	—	\$ 12.00/hr.
Camp Counselor Assistant	8.80/hr.	—	11.30/hr.
Lead Camp Counselor	10.30/hr.	—	13.40/hr.
Recreation Aide	13.50/hr.	—	19.50/hr.
School Crossing Guard	9.20/hr.	—	13.20/hr.
Scorekeeper	10.60/hr.	—	11.00/hr.
Traffic Crossing Guard	11.20/hr.	—	15.00/hr.



**Where Georgia comes together.**

**MEMO**

**To: Elected Officials**

**From: Brenda King, Director of Administration**

**Ref: FY 2023 Reimbursement Resolution**

**Date: June 15, 2022**

**Attached is the Resolution of Intent for Reimbursement required by GMA Direct Leasing Program for the vehicles and equipment approved in the FY 2023 Budget.**

**Please contact me if you have any questions.**

**Attachment**

**Copy: Lee Gilmour  
Robert Smith**

**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 vehicles and equipment as outlined in the Fiscal Year 2023 Budget.

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 \$1,200,000.

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

**RESOLUTION STATING THE NEED AND NECESSITY AND AUTHORIZING LEGAL ACTION TO ABATE A PUBLIC NUISANCE, BEING AN UNSAFE DWELLING, BUILDING OR STRUCTURE, EXISTING ON PROPERTY LOCATED IN THE CITY OF PERRY, GEORGIA; AND FOR OTHER PURPOSES.**

**WHEREAS**, public officers for the City of Perry, Georgia (“the City”), after investigation and inspection of a dwelling, building, or structure existing at address 901.5 Jernigan Street, Perry, Georgia 31069, Map Code: 0P0460 008000, determined that it is unfit for human habitation or for commercial, industrial, or business use as it cannot meet applicable minimum standard code and ordinance requirements of the City, constitutes an endangerment to the public health and safety as a result of unsafe conditions, as it is unclean, dilapidated, in a state of disrepair, and in such condition constitutes a public nuisance;

**WHEREAS**, legal action to abate said public nuisance is necessary because the property owner failed to bring the structure in compliance with minimum standard codes adopted by ordinance or operation of law; and, the structure constitutes a hazard to the health, safety and welfare of the people of the City; and, a public necessity exists for the demolition of such dwelling, building or structure; and,

**WHEREAS**, due to such public necessity, the governing authority of the City (“the Mayor and Council”) determined that circumstances are such that it is necessary to proceed with legal action to abate a public nuisance, as authorized by the provisions of Sections 5-51 through 5-60 of The Code of the City of Perry, Georgia and applicable Georgia law.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council as follows:

1. That a public necessity exists for the demolition of the dwelling, building or structure existing on the property located at 901.5 Jernigan Street; that the circumstances are such that it is necessary to proceed with legal action to abate said public nuisance, as authorized by the provisions of Sections 5-51 through 5-60 of The Code of the City of Perry, Georgia and applicable Georgia law; and, that use of that method is hereby authorized.
2. That the City Attorney, or her designee, shall be and hereby is authorized and the City Attorney, or her designee, shall be and hereby is directed, with respect to the said Property, to institute legal action to abate a public nuisance in the name of the City as authorized by the provisions of Sections 5-51 through 5-60 of The Code of the City of Perry, Georgia and other applicable Georgia law.
3. That the Mayor and Council be and are hereby authorized and directed to make all necessary and proper payments required to abate said public nuisance, as well as, court costs, attorney fees, title searches, appraisals, surveys, specialty reports, and all other costs and fees pursuant to this Resolution.
4. That the City Attorney be and hereby is authorized to engage the services of any attorneys, expert witnesses or appraisers as necessary to assist with the abatement of said public

- nuisance of said Property.
5. All resolutions and parts thereof in conflict with this resolution are hereby repealed.
  6. This resolution is deemed severable, and if any part shall for any reason be determined invalid, such determination shall not invalidate the remainder.

SO RESOLVED this \_\_\_\_ day of June, 2022.

CITY OF PERRY, GEORGIA

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

Attest: \_\_\_\_\_  
Clerk, City of Perry, Georgia

**RESOLUTION STATING THE NEED AND NECESSITY AND AUTHORIZING LEGAL ACTION TO ABATE A PUBLIC NUISANCE, BEING AN UNSAFE DWELLING, BUILDING OR STRUCTURE, EXISTING ON PROPERTY LOCATED IN THE CITY OF PERRY, GEORGIA; AND FOR OTHER PURPOSES.**

**WHEREAS**, public officers for the City of Perry, Georgia (“the City”), after investigation and inspection of a dwelling, building, or structure existing at address 705 Ash Street, Perry, Georgia 31069, Map Code: 0P0140 037000, determined that it is unfit for human habitation or for commercial, industrial, or business use as it cannot meet applicable minimum standard code and ordinance requirements of the City, constitutes an endangerment to the public health and safety and welfare as a result of unsafe conditions, as it is unclean, dilapidated, in a state of disrepair, and has defects increasing the hazards of fire, accidents or other calamities and in such condition constitutes a public nuisance;

**WHEREAS**, legal action to abate said public nuisance is necessary because the property owner failed to bring the structure in compliance with minimum standard codes adopted by ordinance or operation of law; and, the structure constitutes a hazard to the health, safety and welfare of the people of the City; and, a public necessity exists for the demolition of such dwelling, building or structure; and,

**WHEREAS**, due to such public necessity, the governing authority of the City (“the Mayor and Council”) determined that circumstances are such that it is necessary to proceed with legal action to abate a public nuisance, as authorized by the provisions of Sections 5-51 through 5-60 of The Code of the City of Perry, Georgia and applicable Georgia law.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council as follows:

1. That a public necessity exists for the demolition of the dwelling, building or structure existing on the property located at 705 Ash Street; that the circumstances are such that it is necessary to proceed with legal action to abate said public nuisance, as authorized by the provisions of Sections 5-51 through 5-60 of The Code of the City of Perry, Georgia and applicable Georgia law; and, that use of that method is hereby authorized.
2. That the City Attorney, or her designee, shall be and hereby is authorized and the City Attorney, or her designee, shall be and hereby is directed, with respect to the said Property, to institute legal action to abate a public nuisance in the name of the City as authorized by the provisions of Sections 5-51 through 5-60 of The Code of the City of Perry, Georgia and other applicable Georgia law.
3. That the Mayor and Council be and are hereby authorized and directed to make all necessary and proper payments required to abate said public nuisance, as well as, court costs, attorney fees, title searches, appraisals, surveys, specialty reports, and all other costs and fees pursuant to this Resolution.
4. That the City Attorney be and hereby is authorized to engage the services of any attorneys, expert witnesses or appraisers as necessary to assist with the abatement of said public nuisance of said Property.

5. All resolutions and parts thereof in conflict with this resolution are hereby repealed.
6. This resolution is deemed severable, and if any part shall for any reason be determined invalid, such determination shall not invalidate the remainder.

SO RESOLVED this \_\_\_\_ day of June, 2022.

CITY OF PERRY, GEORGIA

By: \_\_\_\_\_

Mayor

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

Attest: \_\_\_\_\_

Clerk, City of Perry, Georgia



**RESOLUTION STATING THE NEED AND NECESSITY AND AUTHORIZING LEGAL ACTION TO ABATE A PUBLIC NUISANCE, BEING AN UNSAFE DWELLING, BUILDING OR STRUCTURE, EXISTING ON PROPERTY LOCATED IN THE CITY OF PERRY, GEORGIA; AND FOR OTHER PURPOSES.**

**WHEREAS**, public officers for the City of Perry, Georgia (“the City”), after investigation and inspection of a dwelling, building, or structure existing at address 1413 Carroll Alley, Perry, Georgia 31069, Map Code: 0P0090 032000, determined that it is unfit for human habitation as it cannot meet applicable minimum standard code and ordinance requirements of the City, constitutes an endangerment to the public health and safety as a result of unsafe conditions, as it is unclean, dilapidated, in a state of disrepair, and in such condition constitutes a public nuisance;

**WHEREAS**, legal action to abate said public nuisance is necessary because the property owner failed to bring the structure in compliance with minimum standard codes adopted by ordinance or operation of law; and, the structure constitutes a hazard to the health, safety and welfare of the people of the City; and, a public necessity exists for the demolition of such dwelling, building or structure; and,

**WHEREAS**, due to such public necessity, the governing authority of the City (“the Mayor and Council”) determined that circumstances are such that it is necessary to proceed with legal action to abate a public nuisance, as authorized by the provisions of Sections 5-51 through 5-60 of The Code of the City of Perry, Georgia and applicable Georgia law.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council as follows:

1. That a public necessity exists for the demolition of the dwelling, building or structure existing on the property located at 1413 Carroll Alley; that the circumstances are such that it is necessary to proceed with legal action to abate said public nuisance, as authorized by the provisions of Sections 5-51 through 5-60 of The Code of the City of Perry, Georgia and applicable Georgia law; and, that use of that method is hereby authorized.
2. That the City Attorney, or her designee, shall be and hereby is authorized and the City Attorney, or her designee, shall be and hereby is directed, with respect to the said Property, to institute legal action to abate a public nuisance in the name of the City as authorized by the provisions of Sections 5-51 through 5-60 of The Code of the City of Perry, Georgia and other applicable Georgia law.
3. That the Mayor and Council be and are hereby authorized and directed to make all necessary and proper payments required to abate said public nuisance, as well as, court costs, attorney fees, title searches, appraisals, surveys, specialty reports, and all other costs and fees pursuant to this Resolution.
4. That the City Attorney be and hereby is authorized to engage the services of any attorneys, expert witnesses or appraisers as necessary to assist with the abatement of said public nuisance of said Property.

5. All resolutions and parts thereof in conflict with this resolution are hereby repealed.
6. This resolution is deemed severable, and if any part shall for any reason be determined invalid, such determination shall not invalidate the remainder.

SO RESOLVED this \_\_\_\_ day of June, 2022.

CITY OF PERRY, GEORGIA

By:

\_\_\_\_\_  
Randall Walker, Mayor

\_\_\_\_\_  
Phyllis Bynum-Grace, Council Member

\_\_\_\_\_  
Willie King, Council Member

\_\_\_\_\_  
Robert Jones, Council Member

\_\_\_\_\_  
Darryl Albritton, Council Member

\_\_\_\_\_  
Joy Peterson, Council Member

\_\_\_\_\_  
Riley Hunt, Council Member

Attest:

\_\_\_\_\_  
Annie Warren, City Clerk

[SEAL]

**RESOLUTION TO ACCEPT DONATION OF PROPERTY IN NEW HAVEN  
SUBDIVISION FROM NEW HAVEN MAINTENANCE AND IMPROVEMENT  
ASSOCIATION, INC.**

**WHEREAS**, New Haven Maintenance and Improvement Association, Inc. has offered to donate certain real property to be used as greenspace to the City of Perry (“City”); and

**WHEREAS**, the property to be donated contains greenspace; and

**WHEREAS**, the City agrees to maintain the greenspace in accordance with the Classifications and Guidelines for the City’s Green Space Areas; and

**WHEREAS**, the property accepted through this Resolution is as follows (hereinafter “Property”):

Owner of the  
Property: New Haven Maintenance and Improvement Association,  
Inc.

Parcel Number: Portion of 0P0660 162000

Property: Parcel ‘P-G’, 1.885 acres

**WHEREAS**, the legal description for the Property to be donated is as follows:

All that tract or parcel of land situate, lying and being in Land Lots 144 and 145 of the 10<sup>th</sup> Land District of Houston County, Georgia, and being known and designated as “Parcel ‘P-G’”, containing 1.885 acres, and having such shapes, metes, bounds, courses and distances as are shown on a plat of survey prepared by Lee R. Jones, Georgia Registered Land Surveyor No. 2680, dated June 2, 2022 and recorded in Plat Book \_\_\_\_, Page \_\_\_\_, Clerk’s Office, Houston County Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto.

**WHEREAS**, the Mayor and Council of the City of Perry, Georgia (“Mayor” and “Council”) by this Resolution desire that the donation of said Property be accepted by the City.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council to accept the Property, as described above.

**BE IT FURTHER RESOLVED**, that the City Attorney, or her designee, is directed with respect to the Property as described above, to issue receipt to the donor acknowledging the City’s receipt of the donor’s donation.

SO RESOLVED this \_\_\_ day of June, 2022.

CITY OF PERRY, GEORGIA

By: \_\_\_\_\_  
Randall Walker, Mayor

Attest: \_\_\_\_\_  
Annie Warren, City Clerk

**RESOLUTION TO ACCEPT DONATION OF PROPERTY IN YORKTOWN  
SUBDIVISION FROM TRITT CONSTRUCTION COMPANY**

**WHEREAS**, Tritt Construction Company has offered to donate certain real property used as a stormwater management area to the City of Perry (“City”); and

**WHEREAS**, the property to be donated contains an existing stormwater drainage pond; and

**WHEREAS**, the City agrees to maintain the existing stormwater drainage pond as a public storm water pond in compliance with the City’s MS4 permit; and

**WHEREAS**, the property accepted through this Resolution is as follows (hereinafter “Property”):

Owner of the  
Property:                   Tritt Construction Company

Parcel Number:        0P16E0 014000

Property:                Parcel “A”, 1.24 acres

Address:                 406 Yorktown Drive

**WHEREAS**, the legal description for the Property to be donated is as follows:

All that tract or parcel of land situate, lying and being in Land Lots 83 and 84 of the 10<sup>th</sup> Land District, Houston County, Georgia and being known and designated as “Parcel “A” – Stormwater Management Area” as is more particularly shown on a plat of survey prepared by Theodore W. Waddle, Jr., Georgia Registered Land Surveyor No. 2139, said plat being dated August 12, 2002 and recorded in Plat Book 60, Page 36, Clerk’s Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

**WHEREAS**, the Mayor and Council of the City of Perry, Georgia (“Mayor” and “Council”) by this Resolution desire that the donation of said Property be accepted by the City.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council to accept the Property, as described above, subject to the following:

1. Tritt Construction Company being able to convey clear title of the property to the City as shown by an examination of the title and certificate of title issued to the City.

**BE IT FURTHER RESOLVED**, that the City Attorney, or her designee, is directed with respect to the Property as described above, to issue receipt to the donor acknowledging the City’s receipt of the donor’s donation.

SO RESOLVED this \_\_\_\_ day of June, 2022.

CITY OF PERRY, GEORGIA

By: \_\_\_\_\_  
Randall Walker, Mayor

Attest: \_\_\_\_\_  
Annie Warren, City Clerk

**Georgia Department of Community Affairs  
2022 Community HOME Investment Program  
State Recipient Grant Agreement**

This Grant Agreement ("Agreement") is made and entered into by and between the Georgia Housing and Finance Authority ("GHFA") and the City of Perry (State Recipient"), for the purpose of providing funding to the State Recipient to implement the HOME-funded activities as described in the 2022 Community HOME Investment Program ("CHIP") Application Manual (Application) under which the funds were awarded.

**WITNESSTH THAT:**

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

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

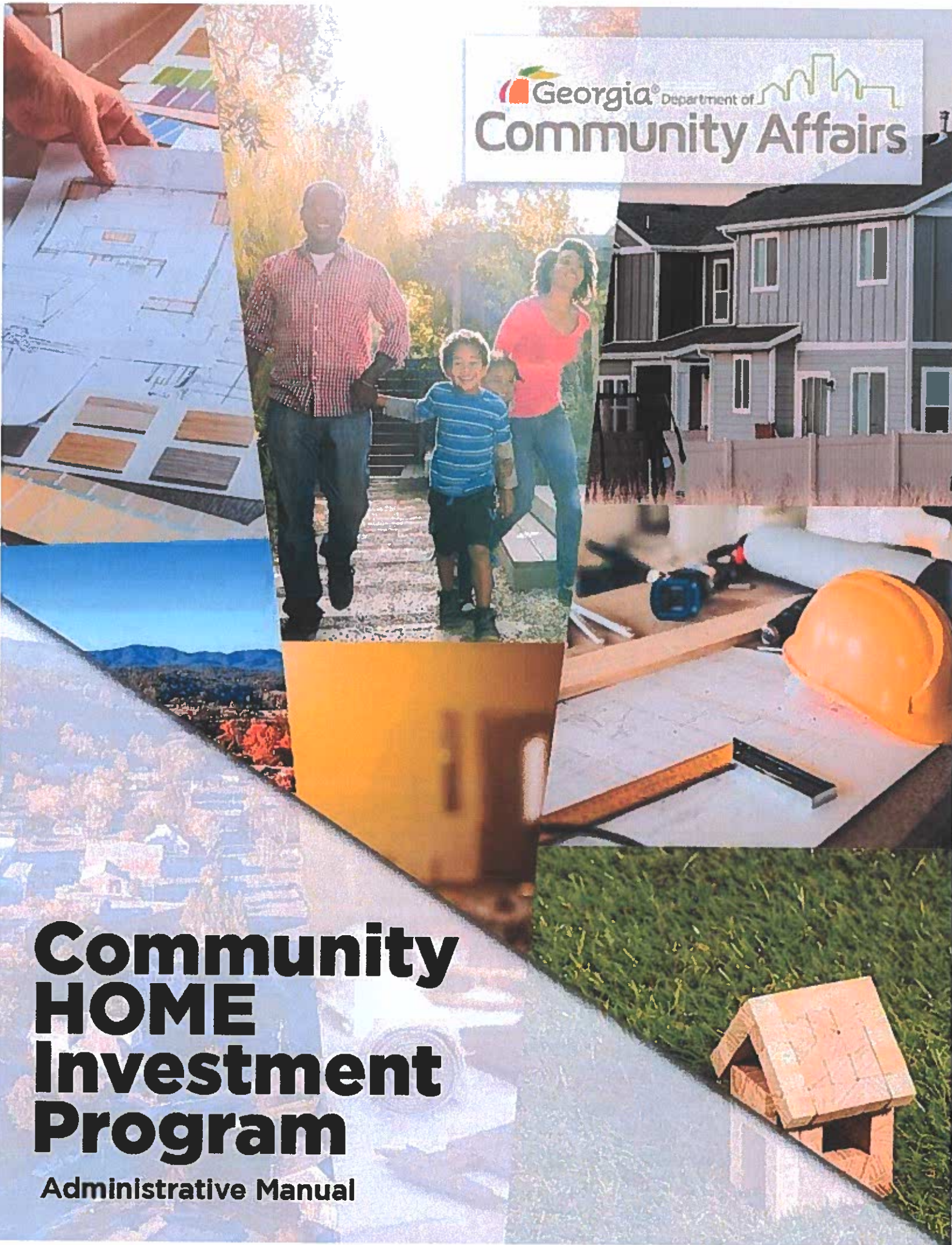
**WHEREAS**, the State Recipient has applied for funds under CHIP and has been determined to be an Eligible Applicant as defined in the CHIP Application and has been selected by DCA for an award of funds; and

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

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

**SECTION 1  
Duration and Contract Benchmark Conditions**

The duration of this Agreement is three years and shall begin on September 1, 2022, and end on August 31, 2025. This Agreement with DCA must be fully executed and all contract conditions submitted by August 31, 2022. DCA may allow one additional grant extension after August 31, 2025, if necessary to complete the grant activities. However, grants will expire within four (4) years on August, 31, 2026. In addition, required benchmarks must be met within the first eighteen months. If these benchmarks are not met, DCA may cancel the grant for inactivity. The required benchmarks for Owner-Occupied Housing Rehabilitation include- 1) homeowners have been identified and 2) pre-setups are submitted. The required benchmarks for New Construction include: 1) land acquisition completed, 2) pre-sets submitted (if projects sites were not known during application), 3) bid requests have been published, 4) a Developer has been procured and 5) a written agreement with the developer has been executed. The Agreement may be terminated by either party by written notice of such intent and submitted ten (10) business days in advance of the termination date.



# **Community HOME Investment Program**

**Administrative Manual**

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## Introduction to Manual

This manual has been developed to assist Recipients administer the Community HOME Investment Program (CHIP).

This guide is divided into two sections:

- Housing rehabilitation activities
- New construction activities.

Each section begins with a flow chart outlining the steps necessary to complete the projects. All CHIP recipients must adhere to performance benchmarks to avoid cancellation of the grant agreement in all or in part.

## Changes to the CHIP Program

The State as a Participating Jurisdiction (PJ) for the US Department of Housing and Urban Development (HUD) is responsible for administering HOME funds. Starting with the 2019 awards, CHIP grant recipients are required to adhere to three new policies: Homebuyer Underwriting Policy, Program Income Policy, and Procurement Policy. All policies have been included in this manual.

### Procurement Policy

All local government CHIP recipients must adhere to the State of Georgia Procurement Requirements effective July 1, 2018, effective with the passage of H.B. 489, adding O.C.G.A. 36-80-26 and amending O.C.G.A 36-91-20(B)(1). Most bids or proposals, including professional services for CHIP application submission and administration and engineering/architectural services must be advertised in the Georgia Procurement Registry prior to grant submission. This change will minimize the appearance of a conflicts of interest.

### Homebuyer Underwriting Policy

In August 2018, HUD issued the CPD Notice 18-09, The Homebuyer Underwriting Policy which addresses underwriting expectations for homebuyer affordability to insure successful homeownership over time and to provide only the amount of assistance needed to each household. It is a starting point for local state recipients and subrecipients to develop or enhance their local underwriting policies.

### Program Income Policy

The HOME Regulation at 24 CFR § 92.2 defines program income as, “...*gross income received by the PJ, State recipient, or a subrecipient directly generated from the use of HOME funds or activities funded from matching contributions....*” The most common form of program income is principal and interest payments of HOME-funded loans. Other sources of program income include, but are not limited to, proceeds from the disposition of HOME-funded property and interest earned on program income pending its disposition.

The CHIP Program requires that Recipients deposit all PI they receive in a separate account and report it to CHIP annually. This includes all PI that CHIP permits its Recipients to retain for additional HOME projects, pursuant to the terms described in the written agreement.

## Background

The HOME Investment Partnerships (HOME) Program was authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended and was signed into law on November 28, 1990 (Pub. L. 101-625). The HOME Program provides funds to expand the supply of affordable housing for individuals and families earning less than 80% of the Area Median Income (AMI). Interim regulations for the HOME Program were first published on December 16, 1991 and are codified at 24 CFR Part 92. The HOME Final Rule was released September 16, 1996. HUD published a Final Rule in the Federal Register on July 24, 2013 to amend the HOME Investment Partnership (HOME) Program regulations. Click on the link below for additional information about the HOME Final Rule:

### [Overview of the 2013 HOME Final Rule](#)

The Georgia Housing and Finance Authority (GHFA) receive HOME funds from the U.S. Department of Housing and Urban Development (HUD) as the designated Participating Jurisdiction (State PJ) for the State of Georgia. The Georgia Department of Community Affairs (DCA) administers the program on behalf of GHFA. DCA allocates a portion of its HOME funds received each year from HUD to the Community HOME Investment Program (CHIP) for use by small cities, rural counties, non-profits, and local public housing authorities that serve communities that are not designated by HUD as a local Participating Jurisdictions (Local PJs). In order to receive CHIP funding, these entities must apply to DCA and, if awarded, will become State Recipients or Sub-recipients under CHIP.

Recipients under CHIP are responsible for carrying out all program activities and complying with all HOME regulations as well as many other federal requirements. DCA is responsible for providing technical assistance, developing program allocation and selection policies, managing the funding and distribution process, monitoring Recipient compliance with program requirements, and reporting to HUD on the use of the funds.

This Manual covers program administration requirements.

### **Disclaimer**

***This manual provides information required for State and Sub-Recipients to locally administer awarded CHIP funds. However, whenever a conflict exists between the manual, local policies, and the HUD HOME program regulations at 24 CFR Part 92, the HOME Rule must be complied with except where DCA has more narrowly defined any HOME activities or programmatic requirements.***

## **CHIP Administration Process for All CHIP Activities**

Under the CHIP program, a Recipient that has been awarded CHIP funds has already established the basic program design set forth in the CHIP application and approved by DCA through the issuance of an Agreement with General and Special Conditions. Implementation of the program must be in keeping with the approved CHIP award and all general and special conditions; the HOME program regulations and DCA CHIP policies.

After approval by DCA of the CHIP award, the steps to begin administering a CHIP program can be summarized as follows:

### **Review the Agreement, HUD HOME Regulations, and the Recipient Manual**

As a first step, the Recipient should review the Statement of Award including the General and Special Conditions and the basic HOME program rules as outlined in [HOME program regulations at 24 CFR Part 92](#).

The Recipient should also review all of the project and financial interface requirements with DCA as outlined in the **CHIP Administrative Manual** in order to be prepared to set up projects, draw down funds, meet the DCA reporting requirements and meet the project completion reporting requirements.

### **Activating Your New CHIP Award**

#### Written Agreement with DCA

Upon approval of an application for CHIP funds, GHFA must enter into a written agreement (Agreement) with each selected Recipient. This Agreement is required by HUD for all CHIP Recipients and covers both the funding level and planned activities of the Recipient and the applicable HOME Regulations, state laws, and program requirements that must be followed.

Two copies of the Agreement will be emailed to the Recipient's designated grant administrator for their execution. Two originals must be signed and mailed to DCA within 30 days of receipt. DCA will execute the Agreement by signing both copies and then mail one original of the signed executed agreement to the Recipient for their records.

#### Executing Instructions:

- The Recipient must have their Certifying Representative examine these documents closely before signing and dating all required originals and copies.
- The Certifying Representative (Mayor, Chairman of County Commission, Chairman of the Board of a Non-profit, or other authorized official) must execute the Agreement.

- The Certifying Representative must execute the Agreement and return both original versions to DCA. The documents must be mailed to DCA as follows:

DaTonya Lewis  
CHIP Program Manager  
Georgia Department of Community Affairs  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329-2231

#### Authorized Signature Cards

##### A. Signature Card for Draw Request (CA-1)

An Authorized Signature Card authorizes individuals of the Recipient to request payment of funds under the Agreement. The Authorized Signature Card must authorize at least one signatory but no more than four. At least one of the signatories must be an employee of the Recipient. Check the box designating whether one or two signatures will be required on an individual draw request. If the Certifying Representative designates him/herself for authorization of the draw request, then two authorized signatures are required. An employee of the Administrator may not be designated in lieu of an employee of the Recipient.

The Recipient's or Recipient's Certifying Representative must also sign the Authorized Signature Card to certify that the individuals named above are indeed authorized to request payment and that the signatures on the card are their own. No erasures or corrections may appear on the Authorized Signature Card.

The Authorized Signature Card must be received and on-file prior to processing draw request for all Recipients.

If signatories change during the grant period, a new Authorized Signature Card must be completed and re-submitted prior to the submission of any future draw requests. All draw requests must match the signatory authorizations on file at DCA.

Completion of this form is voluntary on behalf of the Authorized Official of the Recipient. If no individual(s) is designated in either Section 1 or Section 2, the Authorizing Official will be required to sign all documents submitted by the Recipient.

##### B. Signature Card for Program Policy and Activity Documents (CA-9)

DCA has put in place a signature card (CA-9) authorizing the Recipient to designate individual(s) to sign on behalf of the Recipient. This procedure will allow the Recipient to designate an appropriate person to sign documents. Completion of this form is voluntary on behalf of the Authorizing Official of the Recipient. If no individual(s) is designated in either Section 1 or Section 2, the Authorizing Official will be required to sign all documents submitted by the Recipient. This Authorized Signature Card may be utilized for any CHIP Grant regardless of the year that the grant was awarded.

## Clearing Your General Conditions

Appendix B in each Agreement outlines each of the General Conditions that must be cleared by DCA prior to initiating the program. **The Recipient may not initiate any work on its program until DCA has approved all of the General Conditions.** DCA staff will provide guidance and templates to assist Recipients with clearing contract conditions.

### **Tiered Environmental Review Process**

HUD's regulations at 24 CFR 58.22 prohibit grant recipients and their partners from committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has become "federal." This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions.

The restriction on undertaking or committing funds for choice-limiting actions does not apply to undertakings or commitments of non-federal funds before a project participant has applied for HUD (i.e CHIP) funding. A party may begin a project in good faith as a private project and is not precluded from later deciding to apply for federal assistance. However, when the party applies for federal assistance, it will generally need to cease further choice-limiting actions on the project until the environmental review process is complete.

### **Level of Review**

Once the scope of the project is known you can determine the appropriate level of environmental review. CHIP activities fall under one of two levels of Environmental Review depending on the scope of the project:

Categorical exclusions subject to §58.5 paragraphs (3)(i), (4)(i), or (4)(ii):

- (3)(i) Rehabilitation of buildings and improvements of a building for residential use (with one to four units) when the density is not increased beyond four units, and the land use is not changed.
- (4)(i) An individual action on up to four dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between; or
- (ii) An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.
- Paragraphs (a)(4)(i) and (ii) of this section do not apply to rehabilitation of a building for residential use (with one to four units) (see paragraph (a)(3)(i) of this section).

### **Environmental Assessment**

Projects that exceed the threshold for categorially excluded categories above must complete the environmental assessment. An **environmental assessment (EA)** is completed to determine

**whether or not an action is a "major federal action significantly affecting the quality of the human environment."**

The public review timeframe must start one day after the notice is published. For example, if the notice is published on February 1<sup>st</sup>, then the comment period for a Tiered Review NOI published in the local newspaper must be listed as February 2<sup>nd</sup> through February 9<sup>th</sup>.

**PLEASE NOTE: Federal environmental requirements do not allow for any individual other than the Chief Elected Official of the Recipient to certify compliance of the Tier One Environmental Review or the Site-Specific Environmental Screening Checklist required by Tier Two.**

### **Environmental Review Process**

#### **For City and County Government CHIP Recipients**

- The City and County Government CHIP Recipients serve as the Responsible Entity (RE)
- Prepare and sign the Tiered (Broad Level) Environmental Review (if addresses are not known) or Environmental Assessment if addresses are known
- Publish the public notice listing the Mayor or Chairperson as the RE
- Request the Release of Funds to DCA
- DCA will provide the Authority to Use Grant Funds Form
- Prepare and sign the site-specific Environmental Review Forms for each project address

#### **For Nonprofit and Public Housing Authorities CHIP Recipients**

- DCA serves as the Responsible Entity (RE)
- DCA prepares and signs the Tiered (Broad Level) Environmental Review (if addresses are not known) or Environmental Assessment if addresses are known
- The Nonprofit or Public Housing Authorities publishes the public notice listing the DCA as the RE
- DCA staff will request the Release of Funds to HUD
- HUD will provide the Authority to Use Grant Funds (AUGF) form to DCA and DCA staff will send the Recipient the AUGF form to the Recipients for their records
- The Recipient will prepare and sign the site-specific Environmental Review Forms for each project address

### **Public Notice**

For Tiered Reviews, the Notice of Intent (NOI) to Request Release of Funds for Tiered Reviews must receive comments for seven days if published in the local newspaper or ten days if posted or mailed to interested parties.

For Environmental Assessments the Notice of Intent/Finding of No Significant Impact (NOI/FONSI) must receive comments for fourteen days if published in the local newspaper or eighteen days if posted or mailed to interested parties.

**Using Tiering allows the Recipient to publish the required public notice and request the release of funds from DCA before identifying the addresses. Without this approach, the Recipient would**

need to complete each step each time a new address was added to the grant. HUD requires a full environmental review record or ERR for each project. The Environmental Review Record is not completed until the site-specific reviews are completed.

## **Develop Local Program Policies and Procedures**

After approval of a CHIP award the Recipient must develop a set of written policies and procedures to govern the program. A written program policies and procedures document is a management tool that will protect the community from allegations of fraud and mismanagement. The purpose of the local policies and procedures is to ensure that the requirements of the approved CHIP award are set forth in a set of written policies and procedures outlining the basic eligibility and program implementation requirements.

The policies and procedures serve as a management tool to assist the Recipient and the citizens in understanding the program requirements. They also serve as a tool to assist the Recipient during disputes related to participant or contractor eligibility; scope of work undertaken; denial of CHIP loans; citizen complaints and other areas of dispute that may arise. The basic structure of the statement should be uniform and meet current DCA's standard. The resolution of the government, approving the Policies and Procedures as dictated by the terms and conditions of the award, must be kept on-site by the awarded recipient and made available to the public during normal business hours.

### **Affirmative Marketing Plan**

In compliance with 24 CFR 92.351 of the HOME Rule, the Recipient must make reasonable efforts to affirmatively further fair housing practices and must develop and adopt as part of their local CHIP policies and procedures an Affirmative Fair Housing Marketing Plan (AFHMP). DCA must approve the AFHMP. HUD guidance for the MBE/WBE Outreach Plan can be found at: <https://www.hudexchange.info/programs/affh/>

### **MBE/WBE Plan**

In compliance with 24 CFR 92.351 of the HOME Rule, the Recipient must make reasonable efforts to encourage the use of minority and women owned business enterprises (MBE/WBE) and must adopt as part of their local CHIP policies and procedures an MBE/WBE Outreach Plan. The MBE/WBE Outreach Plan must be approved by DCA. HUD guidance for the MBE/WBE Outreach Plan can be found at: [https://www.hudexchange.info/resources/documents/MBE-WBE\\_Outreach.pdf](https://www.hudexchange.info/resources/documents/MBE-WBE_Outreach.pdf)

### **Language Access Plan**

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, the Recipient must take timely and reasonable steps to provide Limited English Proficient (LEP) persons with meaningful access to programs and activities funded by the federal government and awarded by DCA. The Recipient must provide a Language Access Plan (LAP) and DCA must approve the LAP

### **Section 3**

The Recipient has adopted a plan for the recruitment of businesses and employees targeted under Section 3 of the Housing and Urban Development Act of 1968 and such plan has been approved by DCA. Section 3 guidance can be found at <http://www.hud.gov/offices/fheo/section3/Section3.pdf>

## **Procurement Requirements for Grant Administrator and Professional Services**

### **Applicability and State Government Procurement Requirements**

The CHIP Program is funded with Federal HOME Investment Partnership Program (HOME) funds therefore all Federal procurement requirements in 24 CFR Part 92 for the HOME program apply. In addition, state procurement requirement became effective July 2018 based on the passage of House Bill 489, adding O.C.G.A. 36-80-26 and amending O.C.G.A. 36-91-20(b)(1). These changes require most bid or proposal opportunities extended by local governments be advertised in the Georgia Procurement Registry. Each advertisement shall include such details and specifications as will enable the public to know the extent and character of the bid opportunity. The Georgia Procurement Registry can be found at the following web site: <http://doas.ga.gov/state-purchasing/georgia-procurementregistry-for-local-governments>.

### **Procurement of Application Development and Other Professional Services**

All professional procurements should be done prior to the preparation of the CHIP application and submission. For example, before submitting the CHIP application, both grant application services and grant administration services should be solicited using the same Request for Proposal (RFP). This avoids the appearance of a conflict of interest that can be created when a grant writer in a later procurement process submits and receives an award for grant administration services. This approach is also applicable for engineering and architectural services. In other words, preliminary reports and design and construction services should all be procured using the appropriate RFP or Request for Qualification (RFQ) process. Local governments often rely on grant writers and engineers/architects to assist them in navigating complex federal and state requirements; however, having a grant writer engineer or architect assist in the procurement process (e.g., developing an RFP or RFQ) can also create the appearance of a conflict of interest.

### **Competitive Negotiation for Professional Services**

CHIP payments for professional services are subject to the “competitive negotiation” requirements consistent with 2 CFR 200.319 for Competition. These provisions apply, typically, to contracts with private consultants, engineers and architects, and are not necessary when contracting with Regional Commissions (RCs). Note, however, that RCs that wish to subcontract directly with private consultants must use the procedures in this section and follow the procurement requirements before entering into subcontracts with private consultants. Alternately, the local government may contract with both an RC and private consultant provided the requirements herein are followed for the procurement of the private consultant.



To comply, the applicant government (not the individual or firm proposing to provide services) must:

- Develop a Request for Proposal (RFP) that includes a clear, accurate description of the services requested and the “evaluation factors” selected by the applicant with their level of importance. A Request for Qualifications (RFQ) is also acceptable for engineering or architectural services. Contact DCA for assistance, if needed. When contracting for architectural and engineering services, geographical location may be a selection criterion provided the application leaves an appropriate number of qualified firms to compete for the contract.
- Publicize the RFP or RFQ. This is most often accomplished by publishing it in the applicant's "legal organ" and/or on the local government's website. RFPs or RFQs must also be posted on the Georgia Procurement Registry, when applicable. Allow 30 days for responses. The publication must state this is a Section 3 contract opportunity.
- Send a letter with copy of the RFP or RFQ to a number of "known providers". When soliciting firms to develop applications/administer projects, RFP's should be sent to at least 7 known providers. When soliciting engineering/architectural services, the RFP or RFQ should be sent to at least 10 known providers. The Recipient should:
- Negotiate with (preferably with at least 2) respondents to the RFP or RFQ.
- Prepare documentation that evaluates proposals and establishes reasons (based on criteria in RFP or RFQ) for contract recommendations.
- Consult city or county attorney with above recommendations and proposed contract.
- Based upon established reasons and attorney's recommendation, obtain full council/commission approval and execute contract.

Letter(s) thanking unsuccessful respondents for making a proposal should then be sent. Based on evaluation criteria contained in the RFP/RFQ, this letter should state reasons why the respondent was not hired. Also, consult with the Procurement Instructions for Grant Writing/Administration [included in full below]

***Because HOME funds cannot be used to pay for any application development costs, applicants are cautioned only to obligate HOME funds for grant administration services and not for grant writing services.***

The applicant initial contract for application development should use local or other non-HOME sources. Communities are encouraged to include a contingent contract for administrative services that will become effective if the HOME application is funded. Note: Even if local sources of funds are planned for grant administration services and no HOME funds are budgeted for this activity, this procurement process described herein and in the most recent version of the HOME Recipients' Manual must be followed for both grant writing and grant administration services based on the requirements of federal regulations. All professional procurement requires Section 3 compliance.

If an acceptable procurement process was followed for an application that is being resubmitted because it was denied in the previous program year, it is not necessary for the local government to re-advertise for professional services if they choose to retain the same firm for the same application for the same project. (Please note, however, that should the procurement process not have included the applicable Section 3 compliance requirements, then a new advertisement and RFP solicitation is required).

Any older procurements will not be valid, and a new advertisement and solicitation of RFP's is required.

### **Sole Source Procurement**

Procurement by noncompetitive proposals, referred to as sole source procurement, is procurement through solicitation of a proposal from only one source. Sole source procurements must adhere to the standards set forth in 2 C.F.R. § 200.320(f) in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. All sole source requests must be submitted prior to the CHIP application deadline.

For procurement processes that result in requests for sole source approval from DCA, the procurement process must be fully documented to DCA's satisfaction before DCA will grant approval, including but not limited to the following:

- a description of the procurement process;
- documentation of advertisement of the Request for Proposals;
- a list of the active, qualified consultants or engineers/architects that were emailed/mailed the Request for Proposals; and
- certified return receipt documentation that the Request for Proposals was mailed to the required number of active, qualified consultants or engineers/architects, or adequate email documentation that the Request for Proposals was delivered as required.

### **Procurement Standards for Contracts Entered into by CHIP Recipients**

The Recipient is the responsible authority with regard to all contracts entered into directly between the Recipient and the Grant Administrator, and without recourse, to DCA regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into, in connection with a CHIP-funded activity. Matters concerning violation of law are to be referred to such local, State or Federal authority as may have proper jurisdiction. However, Recipient are encouraged to contact DCA for assistance in any procurement matter.

The following procurement standards shall apply to all transactions entered into directly between the Recipient and the Administrator:

- A. **Recipient Procurement Regulations**: Recipients may use their own procurement regulations which reflect applicable Federal, State and local law, rules and regulations provided that all procurement made with CHIP funds meets the following standards:
1. The Recipient must maintain written codes or standards of conduct to govern the performance of its officers, employees or agents in contracting with and expending CHIP funds. A Recipient's or Recipient's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. No employee, official or agent of the Recipient may participate in the selection, or in the award or administration of a contract supported by CHIP funds if a conflict of interest, real or apparent, is involved.
  2. Recipients may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

3. To the extent permissible by Federal, State or local law, rules or regulations, the Recipient's standards must provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the Recipient officers, employees, or agents, or by contractors or their agents.
4. It is national policy to award a fair share of contracts to small, minority, and women business enterprises. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized where possible as sources of supplies, equipment, construction and services. Each Recipient must develop a Minority and Women Business Enterprise Outreach Plan which conforms to the MBE/WBE Outreach Plan Guide form.
5. All procurement transactions entered into by the Recipient regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. The recipient must maintain written Standards of Conduct that extends to organizational conflicts of interest or non-competitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade (2 CFR 200.318(c)(2).)

Examples of what is considered to be restrictive of competition include, but are not limited to:

- a. Placing unreasonable requirements on firms in order for them to qualify to do business;
- b. Non-competitive practices between firms;
- c. Organizational conflicts of interest; and
- d. Unnecessary experience and bonding requirements.

#### **B. Procurement Selection Procedure**

Each Recipient must have written selection procedures which provide, at a minimum, the following procedural requirements:

A clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, set forth minimum essential characteristics and standards to which it must conform to be satisfactory. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other important requirements related to procurement. The specific features of the named brand which must be met by bidders must be clearly stated;

- a. All requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals;
- b. Awards shall be made only to responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration must be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources;
- c. Proposed procurement actions must be reviewed by Recipient officials to avoid purchasing unnecessary or duplicative items. Where appropriate, an analysis must be made of lease and purchase alternatives to determine which would be the most economical and practical

procurement. Consideration should be given to consolidating or breaking out purchases to obtain a more economical proposal.

- d. A Recipient must perform some type of cost or price analysis in connection with every procurement action including contract modifications and must only permit allowable costs to be included. *THE COST PLUS A PERCENTAGE OF COST METHOD OF CONTRACTING SHALL NOT BE USED. IN ADDITION, CONTRACTS WITH OTHER PUBLIC AGENCIES WILL ONLY ALLOW ACTUAL COST TO BE PAID. NO PROFIT IS ALLOWABLE WHEN CONTRACTING WITH OTHER PUBLIC AGENCIES.*
- e. Recipients must maintain well-organized records to detail the significant history of all procurements. These records must include, but are not necessarily limited to, information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

C. **Method of Procurement:** There are 5 methods of procurement (2 CFR 200.320) which can be used by Recipients if authorized by DCA's adopted standards.

1. **Micro-purchases** are used for acquisitions or purchases that do not exceed the micro-purchase threshold of \$3,000. Micro-purchases may be awarded without soliciting competitive quotes if the non-Federal entity determines the price is reasonable. The micro-purchase threshold is adjusted for inflation on a periodic basis.
2. **Small purchase procedures** which can be used for procurement under \$25,000 and which require that price or rate quotations be obtained from an adequate number of qualified sources. These quotations should be clearly documented in the Recipient's or Recipient's files. Refer to the "Small Purchase Procedures Manual" for assistance. **NOTE that this method is not appropriate for procurement of professional services.**
3. **Competitive sealed bids (formal advertising)** where sealed bids are publicly solicited and a firm-fixed-price contract (lump-sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lower in price.

In order for formal advertising to be feasible, appropriate conditions must be present, including, as a minimum the following:

- a. A complete, adequate and realistic specification or purchase description;
- b. Two or more responsible suppliers are willing and able to compete effectively for the Recipient's business;
- c. The procurement lends itself to a firm-fixed price contract, and selection of the successful bidder can appropriately be made principally on the basis of price;
- d. A sufficient time prior to the date set for opening of bids, bids must be solicited from an adequate number of known suppliers. In addition, the invitation must be publicly advertised;
- e. The invitation for bids, including specifications and pertinent attachments, must clearly define the items or services needed in order for bidders to properly respond to the invitation;
- f. All bids must be opened publicly at the time and place stated in the invitation for bids;
- g. A firm-fixed-price contract award must be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in

- the bidding documents, factors such as discounts, transportation cost and life cycle cost must be considered in determining which bid is lowest; and,
- h. Any or all bids may be rejected when there are sound documented business reasons that to do so would be in the best interest of the program.
4. **Competitive negotiation** is a method of procurement where proposals are requested from a number of sources and the Request for Proposal (RFP) is publicized. Negotiations should be conducted with more than one of the sources submitting offers, and either is fixed-price or cost-reimbursable type contract is awarded, as appropriate. A Recipient should perform a systematic analysis of each contract item or task to assure adequate service and to offer reasonable opportunities for cost reductions. Competitive negotiation may be used if conditions are not appropriate for the use of formal advertising. If competitive negotiation is used for procurement under a grant, the following requirements apply:
- a. Proposals must be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Recipient should send a letter with a copy of the RFP to a number of “known providers”. When soliciting firms to develop application/administer projects, RFPs should be sent to at least 7 known providers. When soliciting engineering/architectural services, RFP’s should be sent to at least 10 known providers. As a service to applicants, recipients and others, DCA maintains a list of professionals who have expressed an interest in proposing on CHIP projects. This is not an “approved” list. DCA does not approve or disapprove professionals. This is the applicant or recipient’s responsibility. The Request for Proposals must be publicized and reasonable requests by other sources to compete must be honored to the maximum extent practicable. A “Solicitation” request by the Recipient for contracts other than application development/project administration and architectural/engineering services must be specifically addressed to a list of several potential bidders identified by the Recipient. To “publicize” the RFP, the Recipient must offer the RFP through publication in a newspaper with adequate circulation or publication by other means such that reasonable exposure to potential bidders can be expected.
  - b. The Request for Proposals must identify all significant evaluation factors, including price or cost where required and their relative importance.
  - c. The Recipient must have mechanisms for technical evaluation of the proposals received; for determining responsible bidders; and for engaging in written or oral communication with the providers in the selection process.
  - d. Award may be made to the responsible bidders whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful bidders should be notified promptly.
  - e. State Recipients and Sub-recipients may utilize competitive negotiation procedures for procurement of architectural/engineering professional services, whereby competitors’ qualifications are evaluated, and the most qualified competitor is selected subject to negotiation of fair and reasonable compensation.
  - f. If “competitive negotiation” is not successful, then the Recipient must receive “sole source” approval from DCA prior to contracting.
5. **Non-competitive** or “sole source” procurement requires prior DCA approval for professional services regardless of the contract amount and for all other contracts if over \$25,000 and may be used when:

- a. The item or service is available from only one source;
- b. Urgent public need will not allow for the delay caused by advertising;
- c. Although a number of bids were solicited, only one response was received; and,
- d. Such contracts shall be made with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and other technical resources, or accessibility to other necessary resources.

**Contract Requirements:** The Recipient must include, in addition to the provisions needed to define a sound and complete agreement, the following provisions in all contracts and sub grants:

1. Contracts other than small purchases must contain such contractual provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for appropriate sanctions and penalties.
2. All contracts in excess of \$10,000 must contain provisions for terminations “for convenience” by the Recipient, including when and how terminations may occur and the basis for settlement. In addition, all contracts must describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
3. All contracts awarded by the Recipient and their contractors or sub-grantees having a value of more than \$10,000 must contain a provision requiring compliance with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR, Part 60).
4. All contracts and subcontracts over \$2,000 for construction or repair must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (23 CFR, Part 3. This act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled. The Recipient must report all suspected or reported violations to DCA.
5. All negotiated contracts (except those of \$10,000 or less) must include a provision that DCA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purposes of making audit, examination, excerpts, and transcriptions for 3 years after final payment to the Recipient or all pending matters are closed, whichever is longer.
6. Contracts must recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
7. Contracts cannot be entered into with Contractors that listed on the governmentwide Excluded Parties List System in the System for Award Management, in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp. p 189) and 12689 (# CFR Part 1989 Comp. p. 235).

8. Contracts must certify that the Contractors that apply or bid for awards over \$100,000 have not and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence any member of Congress, officer or employee of Congress or a employee of a member of Congress in connection with obtaining any Federal contract, grant or any notification that would allow the Contractor an unfair advantage to decide to not to apply or take needed actions before receiving an award.

**DCA Guidance: Procurement for Application Development and Administrative Services**

HOME payments for Grant Administration services are subject to the “competitive negotiation” requirements of 2 CFR 200.319. These provisions apply, typically, to contracts with private consultants, and are not necessary when contracting with Regional Commissions (RCs). Note, however, that RCs that wish to subcontract directly with private consultants must use the procedures in this section and follow the requirements of procurement, before entering into subcontracts with private consultants. Alternately, the local government may contract with both an RC and private consultant provided the requirements herein are followed for the procurement of the private consultant.

To comply, the applicant government (not the individual or firm proposing to provide services) must:

**Step 1. Establish or appoint a local Selection Review Committee**

The city or county must establish a Selection Review Committee to determine the evaluation criteria and to rate proposals for services. This committee may consist of the entire local governing body (council/board of commissioners), a subset of this council/ board, as appointed by the Mayor/Chairman, or a combination of elected officials and city/county staff. Cities/counties should have a minimum of three members on the committee.

Committee members may not have any potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings) and no person who might potentially receive benefits from HOME-assisted activities may participate in the selection, award, or administration of a contract supported by HOME funding if he or she has a real or apparent conflict of interest. For further guidance regarding potential conflicts of interest, please see the most recent version of the HOME Recipients’ Manual.

**Step 2. Determine the Selection Criteria to Evaluate Respondents**

Determine what evaluation criteria will be used to rate the proposals submitted to the city/county. Prepare a Ratings Criterion Score sheet to evaluate and score each proposal received.

**Step 3. Develop the Request for Proposals (RFP) Package**

Develop a Request for Proposal (RFP) package that includes “evaluation factors” selected by the Review Committee and their level of importance. The RFP package should include the submission deadline and instructions for submission, a local point of contact for any questions regarding the RFP, and a format for a Statement of Qualifications.

**Step 4. Advertise the RFP**

If the contract will be for more than \$10,000 it must be advertised on the Georgia Procurement Registry: [doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments](https://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments) Communities are urged to also advertise the RFP on their web site and/or by publishing it in the applicant's "legal organ." Allow 30 days for responses. The publication must state this is a Section 3 contract opportunity.

Send an email or letter with a copy of the RFP to a minimum of 7 "known providers". If sending letters by mail, DCA requires that letters be sent certified return receipt to provide the required documentation. Sole source approval is required from DCA when only one response is received. Emails must be sent with a Request Delivery Receipt and Request Read Receipt to provide equivalent documentation when using this method. See the sample in Appendix B.

When soliciting firms to develop applications/administer projects, RFP's should be sent to at least 7 "known providers." As a service to applicants, recipients and others, DCA maintains a list of consultants who have expressed an interest in making proposals on HOME projects. This is not an "approved" list. DCA does not approve or disapprove consultants. This is the applicant's or recipient's responsibility. The list can be found on the DCA web site.

#### **Step 5. Review and rate proposals**

After the submittal deadline, the committee should review and rate each of the proposals received. Committee members should use the evaluation criteria established in step 2 above. Each committee member should score the proposals; all scores can then be averaged to determine the highest scoring proposal. The firm with the highest average points should be selected.

If a Section 3 business submits a bid and requests a preference, the city/county must give priority to the greatest extent possible to the business. In this instance, the city/county should contact Kathleen Vaughn at (404) 679-0594 or [kathleen.vaughn@dca.ga.gov](mailto:kathleen.vaughn@dca.ga.gov) for further guidance to ensure compliance with the federal Section 3 requirements.

#### **Step 6. Approve the selected contractor and award contract**

The City Council/Board of Commissioners has final authority to award the contract to the selected contractor. The review committee should present a recommendation to the city/county attorney and to the governing board for final approval. A contract for services should be prepared between the city/county and the selected consultant.

Letter(s) or emails thanking unsuccessful respondents for making a proposal should then be sent. Based on evaluation criteria contained in the RFP, this letter should briefly state the reasons why the respondent was not hired.

#### **Step 7: Record keeping**

The city/county must maintain and make available all documentation utilized during the RFP process, including but not limited to:

- Copy of the full RFP
- Proof of publication of the RFP on the Georgia Procurement Registry (GPR) (by screen shot of GPR posting; if posting links to another web site for full RFP, documentation must also include screen shots of RFP on the other site)



- List of firms/individuals that were sent RFPs
- Copies of proposals received
- Scoring sheet that shows the rankings for each of the submitted proposals
- Meeting minutes indicating the council/board approved the selection of the selected firm for service
- Executed contract for services with applicable federal language
- Documentation of any correspondence with a Section 3 business

Because HOME funds cannot be used to pay for any application development costs, applicants are cautioned only to obligate HOME funds for grant administration services and not for grant writing services. Contracts should initially only obligate the applicant to pay for costs of application development using local or other non-HOME sources. Communities are encouraged to include a contingent contract for administrative services that will become effective if the HOME application is funded. ***Note: Even if local sources of funds are planned for grant administration services and no HOME funds are budgeted for this activity, this procurement process described herein and in the most recent version of the HOME Recipients' Manual must be followed for both grant writing and grant administration services based on the requirements of federal regulations.***

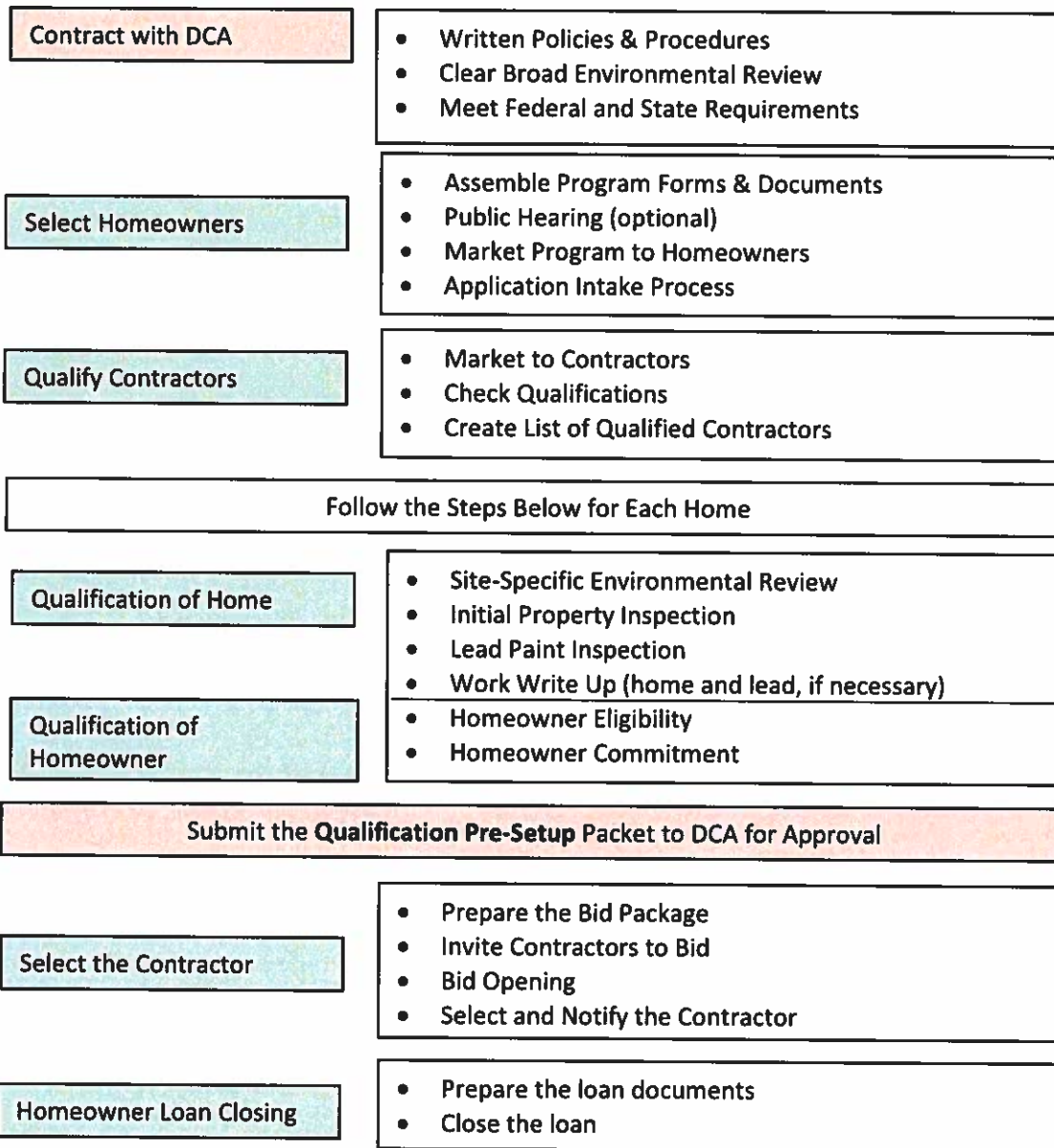
All professional procurement requires Section 3 compliance.

If an acceptable procurement process was followed for an application that is being resubmitted because it was denied in the previous program year, it is not necessary for the local government to re-advertise for professional services if they choose to retain the same firm for the same application. (Please note, however, that should the procurement process not have included the applicable Section 3 compliance requirements, then a new advertisement and RFP solicitation is required). Any older procurements will not be valid, and a new advertisement and solicitation of RFP's is required.

For procurement processes that result in requests for sole source approval from DCA, the procurement process must be fully documented to DCA's satisfaction before DCA will grant approval, including but not limited to the following: 1) a description of the procurement process; 2) documentation of advertisement of the Request for Proposals; 3) a list of the active, qualified consultants or engineers/architects that were emailed/mailed the Request for Proposals; and 4) certified return receipt documentation that the Request for Proposals was mailed to the required number of active, qualified consultants or engineers/architects, or adequate email documentation that the Request for Proposals was delivered as required. Contact CHIP for further guidance regarding procurement for professional services; policy and samples of the following documents; sample notice for RFP, sample email request for proposals, sample request for proposals, sample certification for businesses seeking Section 3 preference, sample statement of qualifications, and sample grant administration ratings criterion.

# CHIP HOUSING REHABILITATION ACTIVITIES

## CHIP Housing Rehabilitation Flow Chart



Construction Contract

- Hold preconstruction conference
- Execute Construction Contract
- Issue the Notice of Commencement

Submit the **Setup Packet** to DCA for Approval

Construction

- Inspections
- Change Orders

Submit **Revised Setup Packet** to DCA for Approval if **Necessary**

Submit **Draw Requests** with **Inspection Reports** to DCA for Payment

Project Close Out

- Final Inspection
- Release of Liens

Submit **Final Draw and Completion Packet** to DCA for Payment

After all Homes are Completed and all Grant Funds are expended

Monitoring and File Close Out

## **Introduction- Owner-Occupied Rehabilitation**

The following section of this manual is intended to assist Recipients with the step-by-step administering the CHIP Housing Rehabilitation Program.

### **Select Key Participants**

#### **Staffing**

There are several manners in which Recipients undertake the administration of CHIP homeowner rehabilitation programs including:

- Self-administered by the City or County Community Development or Housing Staff
- Administered by a for-profit consultant
- Administered by a non-profit sub-recipient

Key personnel required to administer and manage the day to day operations of a homeowner rehabilitation program typically include:

- Program Director or Administrator
- Housing inspector or Specialist
- Clerical/Technical Support

Additionally, in order to implement the homeowner rehabilitation program, the Recipient will need to identify and develop the following professional relationships:

- Appraiser
- Attorney
- Title Company
- Loan Review Committee (if used by the Recipient's as set forth in their CHIP Program Policies and Procedures)

The responsibilities, functions, and tasks vary from Recipient to Recipient based upon their overall administrative plan. Because of these variations, all references in the Manual to the individual steps and tasks in the homeowner rehabilitation process are made to the "Recipient." While some functions may be the responsibility of the Program Director or Administrator, some responsibilities or tasks are undertaken by the Housing inspector or Specialist, and some responsibilities and tasks are undertaken by the clerical/technical support person based on local program design.

## **Assemble/Develop Program Forms and Documents**

The Recipient should assemble all required CHIP program forms and documents. DCA will provide most of the forms necessary to carry out this program. Form templates are available on the website and CHIP staff.

## **Market the Rehab Program to Prospective Applicants and to Contractors**

This section of the manual will address both marketing to the CHIP applicant and marketing to potential rehabilitation contractors.

### **Marketing to the CHIP Applicant**

In accordance with the approved CHIP award, the Recipient should implement the marketing plan as described in the application. Each Recipient should set forth a marketing strategy for outreach to potential low income homeowners in their approved award. For some Recipients the marketing strategy includes assisting qualified applicants from an existing waiting list followed by a first come, first served application intake process. For other approved CHIP awards, where an existing waiting list is non-existent, Recipients can design a first come, first served application intake process.

In order to reach potential low income homeowners and to encourage them to participate in the CHIP homeowner rehabilitation program, the Recipient is required to follow the marketing strategy set forth in the approved award. Some of the marketing strategies include distribution of brochures and flyers, public and non-public radio and television advertising, newspaper advertising, outreach to community organizations, and holding housing fairs.

The HUD HOME regulations and DCA policy regarding fair housing and equal opportunity must be followed to ensure that those least likely to apply will have the opportunity to become aware of the program and to apply and participate. In keeping with these requirements, all printed material and flyers/brochures must include the equal housing opportunity logo. DCA also requires that the fair housing poster and the equal employment opportunity posters be posted at locations where both applicants and contractors are likely to go for information on the program. The Recipient is required to follow the affirmative marketing plan and local Language Access Plan as required by the approved conditions of the award. The local Language Access Plan will outline how the Recipient will accommodate citizens who are not English proficient speakers.

The following methods of outreach and marketing have been deemed successful in targeting the low income homeowner:

- flyers and brochures listing the key facts and information about the program;
- social media; posters;
- utility mailing inserts;
- public service announcements;

- new releases;
- feature articles;
- direct mail.

The HUD Fair Housing Poster must be displayed in the office locations where applicants are likely to go to apply for assistance.

HUD Fair Housing resources can be found on this site:

[https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/aboutfheo/aboutfheo](https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/aboutfheo/aboutfheo)

### **Marketing and Outreach to Contractors**

The Recipient will also need to market and outreach to potential rehabilitation construction contractors. In keeping with the HUD regulations and DCA policy, the Recipient must follow the outreach requirements as set forth in the approved special conditions of the CHIP award to outreach to minority and women owned contractors.

Some methods to ensure a pool of eligible rehabilitation contractors include:

- Newspaper advertisements
- Flyers at construction supply companies and hardware stores
- Flyers at lumber yards
- Social media
- Mailings to existing pool of local contractors and to chapters of construction related associations
- Notices to minority and women owned newspapers and radio stations
- Flyers in local building permit office

The Equal Employment Opportunity Poster must be displayed in locations where contractors are likely to go for information about the program.

Download the poster here: <https://www1.eeoc.gov/employers/poster.cfm>

## **Develop a Pool of Eligible Contractors**

**NOTE: ALL GENERAL and RESIDENTIAL CONTRACTORS NOW ARE LICENSED BY THE STATE OF GEORGIA. The License Number MUST be documented and noted in the client (Homeowner) case file.**

The first step toward creating and maintaining a quality rehabilitation program is to establish a list of competent and reputable General Contractors. It is suggested that the community inquire with the following sources:

1. The City and/or County Building Inspector's Office

2. Local Building Supply Dealers
3. Lumber Yards
4. Local Insurance Agencies (Property Insurance Claims)
6. Neighboring Communities presently administering rehabilitation programs
7. Local Newspaper - place an ad addressed to experienced general contractors.
8. Local agencies administering other housing programs.

The Recipient should take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms in their area are solicited to participate in the program. Based on the contractor qualifications included in the Recipients' CHIP program policies and procedures, the Recipient must solicit potentially qualified contractors through its marketing efforts as outlined under "Marketing the Program."

In order to qualify contractors from the pool of eligible contractors, Recipients should review the contractor applications against their contractor requirements. These qualifications typically include but are not limited to:

- Property damage and liability insurance
- Credit standing
- Length of time in business
- References (Jobs Completed, Jobs in Progress, Suppliers, Financial, Warranty)
- Licenses/Certifications
- Areas of Expertise/Experience
- Lead based paint certification
- Check for state and federal debarment

In some of the smaller rural areas of Georgia, Recipients may have difficulty in obtaining a large enough pool of eligible contractors for CHIP rehabilitation work. Recruiting from a larger geographic area may be required.

It is important to note that while a Recipient can limit the pool of contractors from which an owner can choose and the Recipient can set limits regarding acceptable bids, the responsibility of selecting a contractor from the eligible pool and checking out the contractor to their own satisfaction falls upon the owner.

Some Recipients administering homeowner rehabilitation program conduct an orientation with eligible contractors prior to putting out the projects to bid. The purpose of this orientation is to:

- provide information on the CHIP program and process that will be beneficial to the contractors
- familiarize the contractors with the program requirements
- familiarize the contractors with the CHIP program client eligibility
- provide information on the bidding process
- provide information on the inspection process
- provide information on the pay request process

- familiarize the contractors with the contract documents and forms that will be used
- familiarize the contractors with the HOME property standards that have been selected by the Recipient for use in the CHIP homeowner rehabilitation program
- provide the contractors with the Recipients' Written Rehabilitation Standards that describe the methods and materials that will be used to meet the selected property standards

### **Licensing and Certification Requirements for Construction and Trades in the State of Georgia**

Recipients administering homeowner rehabilitation programs should be well informed of the construction and trade industry licensing and certification requirements required by the State of Georgia.

All contractors or subcontractors engaged in the practice of electrical contracting or plumbing contracting or low-voltage contracting and conditioned air contracting (heating and cooling) or the installation, alteration and/or repair of plumbing, air conditioning, heating, electrical or low-voltage wiring systems are required to be licensed by the State of Georgia Construction Industry Licensing Board.

Contractors undertaking CHIP homeowner rehabilitation projects also must agree that anyone engaged in the practice of Lead Hazard Reduction or Abatement must be certified by the State of Georgia Department of Natural Resources, Environmental Protection Division.

### **Set up Fair and Equitable Application In-take Process**

Following the fair and equitable process outlined in the approved CHIP award, the Recipient should develop an application in-take log to record each preliminary application received. The most popular method of handling eligible applications is the "first come, first served" basis. However, the priority system for the processing and funding of cases addressing all the units identified in the CHIP application as being feasible for rehabilitation should be defined in the Program Policy Statement. Also, a telephone log should be set up to record information from interested applicants in order to provide callers deemed eligible with a preliminary application.

Some Recipients develop a telephone pre-screening form to record more information up front to avoid the expense of mailing and processing applications from unqualified applications. If an applicant is ineligible due to over income, does not hold fee simple title or a 99 year leasehold interest, non-occupancy as a principal residence, renter occupied, investor owned, or other clear and discernable ineligibility criteria, a record should be made of the resolution of the call.

Most Recipients develop a transmittal letter to potential applicants that includes:

- Preliminary application
- Releases for verification of income, benefits and assets
- Release form for credit report
- General program guidelines and policies and procedures



- [Fair Housing Brochure \(in other languages besides English\)](#)
- **Protect Your Family from Lead in Your Home**  
[https://www.dca.ga.gov/sites/default/files/handbook\\_with\\_statutes.pdf](https://www.dca.ga.gov/sites/default/files/handbook_with_statutes.pdf)
- Certification of Income and Principal Residence form
- Conflict of Interest Certification form
- Declaration of citizenship status

The transmittal letter usually gives the potential applicant a deadline date within which to return the completed application form and all required notices and releases. The transmittal letter makes clear that if the preliminary application and all required enclosures are not received by the deadline date that their application will fall to the bottom of the application log or not receive service.

Once the first applicant has been selected and it has been confirmed that the unit was targeted in the grant application, the applicant should be asked to bring the following documents:

1. Form of Identification (i.e., Driver's License)
2. Warranty Deed for the property to be rehabilitated, including the year the home was constructed
3. Current Homeowner's Insurance Policy,
4. Most recent real estate tax receipts for property to be rehabilitated,
5. Recent pay stubs benefit(s) award letters and/or documentation of income from all sources for all adult members of the households,
6. If self-employed, last two year's tax returns and current financial statement,
7. Copy of court award for child support or alimony
8. Proof of ownership and principal residency
10. Lawful Presence Certification – OCGA 50-36-1(e)(2). See “Exhibit L”

Some forms of proof of principal residency could include copy of a driver's license with physical property address shown; social security or pension award letter showing the address; a property tax bill showing the address; and copies of utility bills showing the address.

Some forms of proof that the applicant is current in their property taxes could include a property tax statement receipt from the City and/or County; a cancelled check for property taxes; or a mortgage statement from the lender indicating property taxes were paid.

Proof of ownership can be shown through a copy of a Deed or Deed of Trust or a copy of a 99 year leasehold interest in the property.

The Recipient should date and time stamp the receipt of each preliminary application.

## **Pre-Qualify the Applicant**

Once the Recipient receives a completed preliminary application, it can be reviewed for completeness and preliminary eligibility or ineligibility. A letter of transmittal should be

developed to inform the applicant of their preliminary approval or denial. If denied, the process for appeals should be explained in the transmittal letter. Recipients can refer all denied applicants to the [USDA home repair loan program](#) for assistance.

The preliminary application form will provide the Recipient information on the number of persons in the household, the form of ownership or title held to the property, whether or not the property is used as the household's principal residence and the income, benefits and debts of the members of the household 18 years of age and older. In other words, enough information should be gathered to determine that you do or do not have a potential eligible applicant. HUD's guidance on determining eligibility can be found at:

<https://files.hudexchange.info/resources/documents/HOMEGuideForIncomeAndAllowances.pdf>

The Recipient should verify income, benefits and assets for each member of the household who is 18 years of age or older. HUD has available an Income Calculator for use by HOME programs. It is available at the following website:

<http://www.hud.gov/offices/cpd/affordablehousing/training/calculator/calculator.cfm>

The Income Calculator allows Recipients to efficiently determine income eligibility of applicants for rehabilitation loans, homeownership assistance, etc.

All sources of "gross household income" and earnings of all adult members anticipated to be received in the 12-month period following the effective date of income certification(s) which will be used to determine whether the applicant is eligible for assistance, must be verified and documented. After all the "gross household income" of the occupants has been verified, the Recipient should compute the annual income to determine if it is within the current "Low and Moderate" Income Tables. If the annual income exceeds the income limit, the applicant is not eligible for financial assistance. Copies of these documents must be maintained in the applicant file. Communities must use one or more of the following means of documenting the applicant's recent income.

1. Completing and printing calculations using the HUD Income Calculator described above.
2. Completed Verification of Employment Form. A completed "Request for Verification of Employment Form," (available at DCA), or another acceptable verification of employment form designed by the community which includes all the information on the DCA form, is the best means of verifying income. However, the verification of employment form must be mailed by the community to the employer and by the employer back to the community; these forms should not be hand-carried by applicants.
3. Previous Year's Income Tax Return (1040). The Federal Income Tax Form (such as the IRS 1040 Form), signed by the applicant and filed with the IRS, generally is acceptable as a sole source of income documentation if the borrower is applying for assistance funds in the early part of the year. The IRS tax forms are the most accurate source of income verification for applicants with irregular incomes or with updated information for the current year. These forms are required for all self-employed borrowers. During the last six months of the calendar year, the Federal tax forms should be supplemented with recent income documentation, such as one or more pay stubs or a documented telephone call to the employer. This will help ensure

that the applicant's income has not changed significantly since the Federal tax form was prepared.

4. **Salary Pay Stubs.** When the income is solely from salary, salary pay stubs may be used as the sole or primary source of income verification. These salary stubs must be for a recent, continuous one-month period. When the salary paystub documentation supplements a different verification source, such as the previous year's W-2 form(s), one typical pay stub may suffice to verify the current salary.
5. **Previous Year's W-2 Form(s).** Like the Federal tax form, the previous year's W-2 form(s) for all employment income is generally an acceptable sole source of income verification, but only if the applicant is applying for assistance in the early part of the year.
6. **Pension, Disability, Social Security or Social Services Benefits.** Acceptable methods of verifying such income include any one or more of the following, which are listed in order of preference:
  - a. Requesting information from the Social Security Administration Office which services the community. In order to receive prompt service, it is best to send the request to the attention of a particular individual;
  - b. A current copy of the award letter;
7. A photocopy of a regular benefit check, if the prospective borrower can bring the check to the office for photocopying.
8. Bank statement which clearly indicates a direct deposit for fixed income benefits (such as social Security, SSI, etc.).
9. **Currently Dated Balance Sheet and Statement of Operations.** Where the principal source of income is from the applicant's business, whether owned individually or by a corporation or partnership, or where the applicant itself is a corporation, partnership or other legal entity, the community must obtain audited financial statements for the entity prepared by an accountant, including a currently dated balance sheet and statement of operations, or a signed copy of the legal entity's most recent tax return filed with the IRS. For partnerships, the community must also obtain this same information from all general partners. For limited partnerships, the community must also obtain this same information from as many limited partners as necessary to determine whether the partnership is an acceptable risk. (This may or may not include all limited partners.)
10. **Separation or Divorce Settlement Statement.** A separation or divorce settlement statement for alimony or child support payments is necessary. This statement must be supplemented by some evidence of regular payment of the alimony or child support payments.

**Verifying Other Income.** The community must either use the previous year's Federal income tax return or the sources listed below to verify the following types of other income:

1. **Income and Expenses from Investment Properties** -- verifiable with signed leases for income, cancelled checks or copies of receipts marked paid for expenses, audited profit/loss statements or other statements from leasing agents or; a completed Pro-Forma (available at DCA).
2. **Interest or Dividends from Stocks, Bonds, or other Financial Institutions** -- verifiable with statements from the broker or financial institution. A "Verification of Deposit" form is available at DCA;

3. Payments of Principal or Interest on Notes or Mortgages -- verifiable with copies of the legal instrument and some evidence of regular payment. A "Verification of Mortgage" form is available at DCA;
4. Overtime, Bonuses or Commissions -- verifiable with statements from the employer;
5. Regular Contributions or Payments from Others, including funds contributed by other family members regardless of whether they live in the same dwelling as the prospective borrower -- verifiable with cancelled checks written by the payer, bank statements showing deposits in the prospective borrower's account, or a written statement concerning the contribution or payment.
6. Various "Odd Jobs" -- verifiable with an executed notarized legal "affidavit."

NOTE: Telephone verification may be used in lieu of forms and statements only when the services are not responding to your written requests. The information gathered over the telephone should include:

1. ALL the information required on the appropriate verification form
2. Name and position of person providing information
3. Date and time of telephone call

This information should then be documented in the applicant's file.

The Recipient can also order a preliminary title opinion to determine that the applicant does in fact own the property in fee simple title or hold a 99 year leasehold interest in the property.

At the end of the preliminary application stage, the applicant must meet the following tests:

**General Eligibility** – The application should be reviewed to determine that the applicant meets the general eligibility criteria including low income eligibility and ownership eligibility including residing in an eligible single family property as their principal residence.

**Type of Ownership Interest** – A homeowner applicant must own the property and occupy the property as his or her principal residence. An applicant is considered to have met the requirement to own a dwelling if the person holds any of the following interest in the real property:

1. Fee title, a life estate, a 99-year lease, or a lease, including any options for extension; or
2. An interest in a cooperative housing project which includes the right to occupy a dwelling; or
3. A contract to purchase any of the interests or estates described above (i.e., Land sales contract); or
4. Any other interest, including a partial interest, which, in the judgment of the local attorney, warrants consideration as ownership of the dwelling.

A note about title searches: DCA recommends that the Recipient becomes a member of the Georgia Superior Court Clerks' Cooperative Authority ([www.gscca.org](http://www.gscca.org)) to search for titles. The

cost is about \$12.00 a month. The Recipient may also consider using an online title search site to receive titles more quickly and less expensively than through an attorney.

Please be aware that there may be some cost involved in obtaining a preliminary title opinion and that the cost cannot be reimbursed by the CHIP program if the project is not completed. If the project is completed as a CHIP project, the cost can be included as a project soft cost. For this reason, the Recipient may want to review the County records to ascertain the preliminary condition of title. Some Recipients charge a nominal application fee that covers the cost of the credit report. However, any Recipient that charges an application fee must first obtain DCA approval.

Note: The term "dwelling" means the place of permanent or customary and usual residence of a person, according to local custom or law, including a single family house; a single family unit in a two-family, multifamily, or multi-purpose property; a unit of a condominium or cooperative housing project; a non-housekeeping unit; a mobile home; or any other residential unit.

Housing that is rehabilitated may include inherited property with multiple owners, life estates, living trusts and beneficiary deeds under the following conditions:

1. **Inherited property.** Inherited property with multiple owners: Housing for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs. (The occupant of the housing has a divided ownership interest.) The Recipient may assist the owner-occupant if the occupant is low-income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (e.g., mortgage, taxes, insurance, utilities).
2. **Life estate.** The person who has the life estate has the right to live in the housing for the remainder of his or her life and does not pay rent. The Recipient may assist the person holding the life estate if the person is low-income and occupies the housing as his or her principal residence.
3. **Inter vivos trust, also known as a living trust.** A living trust is created during the lifetime of a person. A living trust is created when the owner of property conveys his or her property to a trust for his or her own benefit or for that of a third party (the beneficiaries). The trust holds legal title and the beneficiary holds equitable title. The person may name him or herself as the beneficiary. The trustee is under a fiduciary responsibility to hold and manage the trust assets for the beneficiary. The Recipient may assist if all beneficiaries of the trust qualify as a low-income family and occupy the property as their principal residence (except that contingent beneficiaries, who receive no benefit from the trust nor have any control over the trust assets until the beneficiary is deceased, need not be low-income). The trust must be valid and enforceable and ensure that each beneficiary has the legal right to occupy the property for the remainder of his or her life.
4. **Beneficiary deed.** A beneficiary deed conveys an interest in real property, including any debt secured by a lien on real property, to a Recipient beneficiary designated by the owner and that expressly states that the deed is effective on the death of the owner. Upon the death of the owner, the Recipient beneficiary receives ownership in the property, subject to all

conveyances, assignments, contracts, mortgages, deeds of trust, liens, security pledges, and other encumbrances made by the owner or to which the owner was subject during the owner's lifetime. The Recipient may assist if the owner qualifies as low-income and the owner occupies the property as his or her principal residence.

In reviewing the title, the ownership interest must be subject only to the mortgages, deeds of trust or other liens or instruments securing debt on the property. No restriction or encumbrance that impairs the good and marketable nature of the title to the ownership interest in the property is allowed.

The most important aspect of reviewing the title is for the Recipient to be assured that the applicant owns the property and is legally able to make modifications to it and to encumber the property with debt.

It is important to note that Recipients take on all aspects of being a lender and the fair and equal credit laws must be followed. Whenever the Recipient, administrative agent, or Sub-recipient operates a loan program on behalf of homeowners, all federal Fair Housing and Equal Credit Opportunity laws are in effect.

## **Environmental Review- Site Specific**

A site-specific review must be completed before any funds, regardless of source, are committed to a project. Recipients cannot engage in any choice-limiting activities prior to environmental clearance per 24 CFR §58.22. Choice-limiting activities include but are not limited to these examples:

- Acquisition of land;
- Closing on loans including loans for interim financing;
- Signing a contract;
- Commencing construction

All HUD Part 58 Environmental Reviews must follow the format suggested by HUD found on the HUD Exchange website under the right toolbar titled "Suggested Formats and Sample Notices," see <https://www.hudexchange.info/programs/environmental-review/>. The Recipient chooses the appropriate forms based on the level of review. The worksheets for the related laws can be found [here](#) to help navigate you through completing the environmental review. The site -specific review should concentrate on the issues that were not resolved in the broad-level review (see 40 CFR 1508.28). In addition, NEPAassist is a useful tool that can help facilitate the environmental review process using environmental data from the Environmental Protection Agency (EPA) Geographic Information System databases and web services. The mapping tool is located at:

<https://nepassisttool.epa.gov/nepassist/nepamap.aspx>

Other useful mapping tools include:

US Fish and Wildlife Service Wetlands Mapper- <https://www.fws.gov/wetlands/data/mapper.html>

FEMA Flood Map Service Center- <https://msc.fema.gov/portal/home>

Coastal Barrier- <https://www.fws.gov/cbra/maps/index.html>

Coastal Zone- <http://geospatial.gatech.edu/G-WRAP/>

Sole Source Aquifers- <https://www.epa.gov/dwssa/map-sole-source-aquifer-locations>

The site-specific review must determine and document the project's adherence to all established statutes and remaining requirements as defined in the broad-level review.. The Environmental Submission should follow the document order as listed below:

- Location Map, close up with overview of area to be reviewed
- Pictures of the property that include the front, side, and rear views.
- All pictures and maps should be in color
- DCA Part 58 Form (which incorporates the project description, level of review and all required checklists into one document);
- All Supporting Documentation in the order of the HUD checklist with attachment letters or numbers for identifiers for each support section;
- Supporting documents should include all data utilized for the review including maps submitted with correspondence to State or Federal Agencies (SHPO, Fish and Wildlife, etc.)

## **Initial Property Inspection**

Once the Recipient has deemed an applicant as preliminarily approved and notified the applicant of pre-approval by letter, an appointment should be made with the property owner to conduct a preliminary property inspection. During this time the Recipient can send out verification forms to document the information provided in the preliminary application, if this process has not already begun.

The purpose of the preliminary inspection of the property is to determine if the property is feasible for rehabilitation or if re-construction would be required, and to estimate the total cost of regular (non-lead) rehabilitation or the cost of reconstruction.

In inspecting the property, the Recipient should develop a Property Inspection Form or use a copy of the Work write up form in order to record the work required to meet the Recipient's selected property standards (codes) for the CHIP rehabilitation program.

It is an appropriate time during the preliminary inspection to have the owner sign a permission statement to allow pictures to be taken of the property. Exterior pictures of the property are needed for the environmental and interior pictures may also be needed for historic preservation review.

Before and after pictures are also helpful to both the Recipient and DCA in reviewing requests for reconstruction. The Recipient and DCA also need permission to use before and after pictures of the property for use in program outreach, publicity and training. A permission statement should be included on both the initial and full application forms.

### **Reconstruction**

CHIP funds may be used to reconstruct housing that is owned and occupied by low and very low-income households and that will be located on the same property as the original structure. Reconstruction means the rebuilding, on the same lot, of a housing unit eligible for CHIP assistance that is not economically or structurally feasible to rehabilitate. The reconstructed housing must be substantially similar to the original housing.

## **Final Qualification of Applicant**

Once a preliminary inspection has been completed and an estimate of total cost of the rehabilitation has been determined, the Recipient can proceed with full application processing.

The steps in the full qualification process include taking a completed full application from the homeowner; verifying the income and assets using third party verification; and verifying property ownership. **Income determinations must be completed before assistance is provided. Income need not be reexamined at the time assistance is actually provided unless more than six months has elapsed since the initial determination.**

These steps in the final qualification of the application can be summarized as:

- Take a full application on the applicant
- Consolidate and track all verifications ordered on income, benefits and assets
- Review preliminary title opinion to determine if the applicant owns the property in fee simple title or holds a 99-year leasehold interest on the property
- Review any liens or other encumbrances to the title that would prohibit the city or county from being able to secure their CHIP interest in the property
- Confirm proof of ownership by reviewing the deed or other ownership documents
- Obtain proof that the applicant has current paid property taxes
- Obtain proof that the applicant has up to date and current paid homeowner's insurance
- Confirm any other requirements of your local CHIP program. Some recipient's require additional qualification criteria.

Once the Recipient reviews all of the verifications, a thorough analysis of the information against the local program's eligibility and underwriting standards should be conducted. This review will enable the Recipient to determine the maximum amount of CHIP funds and the required owner or "other" or "leveraged" funds that will need to contribute.

After determining that an applicant is eligible for CHIP assistance, the Recipient should send the applicant a letter notifying them of their approval for the CHIP loan, subject to their obtaining a



commitment for the owner's required other funds. The letter should notify the applicant of the time and place for the "owner orientation" meeting. The letter should also notify the owner of their responsibility to make an appointment with the Recipient to conduct the final inspection.

## **Conduct Final Property Inspection, Develop Work Write-Up and Cost Estimate**

During the preliminary inspection, the Recipient conducted a general site inspection of the work required to bring the property up to the property standards selected by the Recipient in accordance with the HOME program requirements. Whenever HOME funds are used for rehabilitation, the work must be performed according to written rehabilitation standard and the unit must be brought up to the applicable state or local code. The property standards are the standards against which the actual physical condition of a property is judged in the inspection process.

Now it is time to develop a detailed work write-up in a format that will be used later for the bid package specifications. HUD policy requires the Recipient to use a Property Inspection Form designed to capture the work necessary to meet the Recipient's selected property standards. Therefore, the Recipient's property standards (codes) should be reviewed and used in developing the final work write-up. Using the property standards (codes) as a baseline, a housing inspector determines the scope of the rehabilitation necessary to address the physical deficiencies of the property.

Working from the Property Inspection Form, the Recipient will develop a detailed work write-up to determine the estimated cost of each item on the work write up and the corresponding total estimated cost.

Some Recipients utilize housing inspectors who are experienced estimators and are very current on material and labor prices and who are therefore capable of estimating costs from personal knowledge. Due to the volatility of prices, Recipients should utilize cost estimating software and up-to-date construction mean cost manuals.

In the final analysis, the Recipient should ensure that the cost estimate was a professionally derived estimate of reasonable bid.

The work write-up and cost estimate need to be reviewed with the homeowner. Owners need to understand the relationship between deficiencies that have been identified and deficiencies that the program can correct with CHIP funding.

The owner should be reminded of the local program's rules and policies on allowable work at the outset of the development of the work write up and cost estimate.

Once the Recipient and the owner have agreed on the final work write-up, the Recipient should make a copy of the work write-up which does not include cost estimates. The work write-up

should be signed by the owner and the Recipient. This new version (without the line item cost estimates) will be used as the work specifications when the project goes out to bid.

### **Incorporating Written Rehabilitation Standards into Work Write-Ups**

There are two methods for incorporating the written rehabilitation standards or specifications into work write-ups.

The first method incorporates the specifications directly into the work write-up. This method also serves as the Property Inspection Report. A sample of this type of work write-up would include the following:

- Property standards
- Inspection report
- Work write-up and cost estimate for each item
- Technical specifications

The second method has a number of good features and is included in Appendix A as “Work Write-Up for Bidding Contractors.” This type of work write-up:

- Identifies each page number clearly
- Separates the cost of labor and materials
- Has a place for the owner and contractor to sign on each page

Under this method, the Recipient has entered the Written Rehabilitation Standards for individual work items on a form or online application; the Recipient maintains an index of each work item identified by the property standard (code) number; the property standard or code number is entered directly onto the work write-up; and, bidding contractors are provided a booklet listing the Written Rehabilitation Standards or specifications identified by number so the work write-up references the specification number. This method proves to be less lengthy than the first method listed above.

Once the owner has signed off on the work write up, the project processing can proceed.

### **Incorporating Historic Preservation in Work Write Up**

Section 106 requires federal agencies (and their applicants) to take into account the effects of their undertakings on historic properties (both structural and archaeological). The Section 106 review process must be completed prior to approval of the expenditure of federal funds for the project, or prior to the issuance of any federal license or permit. As part of this process, federal agencies, or their applicants, are required to consult with the State Historic Preservation Office (SHPO), which in Georgia is the Historic Preservation Division (HPD) of the Department of Natural Resources. **Recipients must seek Historic Preservation review for all properties that will receive federal funding for rehabilitation. All Recipients are required to follow Section 106 and consult with a Preservation Professional or SHPO whenever planned rehabilitation activities include federal funding.**

**Incorporating Lead Based Paint Requirements in Separate Work Write Up**

If the dwelling was constructed prior to January 1, 1978, a lead-based paint inspection is required for all CHIP rehabilitation projects under all CHIP awards made to communities unless the property is otherwise exempt (see Types of Housing Not Covered Below). If applicable, the inspection for lead-based paint should occur at this time and a separate lead- based paint work write-up prepared. If lead-based paint is detected, a risk assessment should be performed at the time of the inspection (if mandated by the level of federal assistance). Please reference the chart on the next page. The Recipient should use the risk assessment report as a guide in determining how to best reduce the hazards found in the dwelling. If the federal assistance for the unit falls between \$5,000 and \$25,000 interim controls are a design option for lead hazard control. **Above \$25,000, abatement is mandatory.** It is imperative that the Recipient has a thorough understanding of the issues and procedures involved in this process to achieve maximum effectiveness in the goal of creating lead-safe housing. In all cases where lead-based paint is detected, clearance requirements must be met. Technical assistance is available through DCA on this subject.

**Types of Housing Not Covered by Lead Based Paint Requirements**

- Property that has been found to be free of lead-based paint by a certified lead-based paint inspector
- Property where all lead-based paint has been removed
- Unoccupied housing that will remain vacant until it is demolished
- Any rehabilitation of housing improvement that does not disturb a painted surface

The approach to lead hazard reduction evaluation is based on the amount of federal assistance as shown in this chart:

	<\$5,000	\$5,000-\$25,000	>\$25,000
<b>Approach to Lead Hazard Evaluation and Reduction</b>	Do no Harm	Identify and control lead hazards	Identify and abate lead hazards
<b>Notification</b>	Yes	Yes	Yes
<b>Lead Hazard Evaluation</b>	Paint Testing	Paint Testing and Risk Assessment	Paint Testing and Risk Assessment
	Safe work practices Clearance of work site	Safe work practices Clearance of unit	Safe work practices Clearance of unit
<b>Ongoing Maintenance</b>	No	No	No
<b>Options</b>	Presume lead based paint Use safe work practices on all surfaces	Presume lead-based paint and/or hazards Use standard treatments	Presume lead-based paint and/or hazards Abate all applicable surfaces

For more information on lead based paint requirements go to:

[https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/lbp/hudguidelines](https://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/lbp/hudguidelines)

The lead based paint work write-up and cost estimate should be included with the regular work write-up and cost estimate as a separate part of the overall work write-up in preparation for bidding.

The Recipient should be careful to avoid including duplicative work items on both the regular rehabilitation work write up and the lead based paint work write up such as replacing deteriorated windows found to contain lead based paint.

### **Understanding the HUD HOME Requirements for Property Standards**

Property Standards are the housing quality standards used to determine whether a housing unit is decent, safe and sanitary. They are the standards against which the actual physical conditions of a property are judged in the inspection process. Property Standards are the housing quality standards used to determine whether a housing unit is decent, safe and sanitary. They are the standards against which the actual physical conditions of a property are judged in the inspection process. Using the property standard as a baseline, a housing inspector determines the scope of the rehabilitation necessary to address the physical deficiencies of the property. Using the property standard as a baseline, a housing inspector determines the scope of the rehabilitation necessary to address the physical deficiencies of the property. In order to truly "localize" a housing rehabilitation program, DCA has refrained from imposing a uniform code of property standards. It is recognized that local officials are more aware of the community's housing conditions and needs than anyone else. Consequently, they can realistically establish property standards that will be practical to administer and tailored to their specific needs. Minimum Property Standards are not to be confused with Standard Building Codes adopted by the State of Georgia (addressed below).

While it is important that the community rehabilitate the number of units stated in the application, quality in the construction is essential for the program to impact favorably in the target area. Quality rehabilitation, initially achieved, will cause a "snowball" effect in the neighborhood and quantity will eventually become evident.

If the program cannot qualify a property to meet the standards because of excessive costs, the property should not be rehabilitated. Reconstruction should be considered as a possible alternative. In these instances, Communities are now required to use the **Rehabilitation Feasibility Test Form** for this reason. In no case should the housing inspector compromise the program's minimum property standards by omission of required work items or applying a double standard. Consequently, a thorough and accurate survey should be conducted in the target area with particular attention to the existing condition of housing prior to the community selecting the appropriate housing activity(s) in the program application.

The importance of the housing inspector being thoroughly familiar with the program's minimum property standards and the state's adopted Standard Building Codes cannot be overstated. One cannot prepare a work write-up without knowing what work is eligible in the program, or determine if a property is going to be feasible for rehabilitation according to program policies. The best way for housing inspector to become familiar with the standards is to participate in the selection of the appropriate standards for the project area with the assistance of the local building inspector and the local historic preservation planner.

Specifically, in the absence of local code for rehabilitation, CHIP homeowner rehabilitation projects must meet the **articles on property or sanitary standards** in one of three model codes (Uniform Building Code (ICBO), National Building Code (BOCA), Standard (Southern) Building Code (SBCCI); or the Council of American Building Officials (CABO) one or two family code; or the Minimum Property Standards (MPS) in 24 CFR 200.926.

Since the first four codes listed above, i.e. the ICBO, BOCA, SBCCI and the CABO have all now been merged into the International Residential Code, Recipients have a choice to either rehabilitate a single family CHIP-assisted home up to:

- the International Residential Code (Appendix J, Existing Buildings);
- or
- the FHA Minimum Property Standards at 24 CFR 200.926 (See note below);
- or

State of Georgia **locally adopted** “permissive codes,” which include the International Property Maintenance Code or International Existing Building Code.

**Note:** Not only have the four model codes referenced above merged into the International Residential Codes, the FHA Minimum Property Standards (MPS) in 24 CFR 200.926 are no longer maintained by HUD as separate Minimum Property Standards. Instead HUD has accepted the model building codes, including over 250 referenced standards and local building codes in lieu of separate and prescriptive HUD standards, with additional durability requirements.

In order to assist communities in the selection of appropriate minimum property standards for their rehabilitation program, DCA recommends use of model codes and standards being used in Georgia.

The following codes and standards are mandatory\* by Georgia law and are applicable to all construction.

- International Building Code (Standard Building Code)
- CABO One and Two Family Dwelling Code
- National Electric Code
- Standard Gas Code
- Standard Mechanical Code
- Georgia State Energy Code
- Standard Fire Prevention Code
- Standard Plumbing Code

HUD lead-based paint requirements (24 CFR Part 35) compliance mandatory for all programs using CHIP, HOME USDA or other Federal funding.

\*These mandatory codes are applicable in units undergoing rehabilitation only to the extent that the proposed rehabilitation work shall replace or modify existing components covered by the code. For example if electrical work is required in a unit, that work must meet all provisions of the electric code. However if the electrical system in the unit is safe and no electrical work is proposed, the program is not required to bring the unit electrical system “up to code”.

The following codes and standards are permissive and may be adopted by the local government:

- HUD Uniform Physical Condition Standards (UPCS)
- United States Secretary of Interior's Standards for Housing Rehabilitation.
- Standard Housing Code
- Standard Existing Buildings Code
- Standard Unsafe Building Abatement Code

The property standards are intended for use in the inspection and evaluation of conditions for residential properties being considered for rehabilitation. The property standard is used to determine whether rehabilitation is feasible for individual properties and they serve as a minimum standard for improvement when rehabilitation will take place.

The Recipient must comply with the property standard requirements in [24 CFR Part 92.251](#) with regard to homeowner rehabilitation and the HUD guidance provided in the [January 2001 HOMEfires Volume 3, No. 1](#).

The Recipient must identify which of the allowable property standards that CHIP assisted homeowner rehabilitation projects will meet upon completion of the rehabilitation work. The property standards selected must be identified in the Recipient’s Local CHIP Program Policies and Procedures. If the Recipient administering the CHIP award has adopted either one of the Georgia permissive codes (International Property Maintenance Code or International Existing Building Code) then the Recipient’s CHIP Program Policies and Procedures can set forth the **locally adopted** permissive code.

The Section 8 Housing Quality Standards or HQS at 24CFR 982.401 are not a HUD HOME allowed property standard or code for CHIP assisted homeowner rehabilitation projects

#### **Understanding the HUD HOME Requirements for Written Rehabilitation Standards**

Additionally, the HOME final rule at 24 CFR 92.251 requires each Recipient to adopt Written Rehabilitation Standards for rehabilitation work assisted with HOME funds.

Written Rehabilitation Standards establish the specifications for the actual rehabilitation work that will bring substandard housing into compliance with the property standard or code(s). The Written Rehabilitation Standards prescribe the method and materials to be used in the rehabilitation of the property. The Written Rehabilitation Standards are sometimes referred to as “specs” or specifications, and include details such as the grade of lumber to be used, the number of nails per square foot, the type of material that can or cannot be used for doors serving as fire exits, the distribution pattern and material of roofing tiles, etc.

The Written Rehabilitation Standards provide a common basis for contractor bids. The Recipient wants to ensure that all contractors are bidding work using identical methods and materials. This enables the Recipient to make an accurate determination of the cost of reasonableness of bids. By holding all contractors to a single rehabilitation standard, consistent, high quality rehabilitation is assured. The Written Rehabilitation Standards or specifications represent an accepted standard of workmanship and materials. These are the specifications and details most important to contractors and will ultimately ensure that the rehabilitation is properly completed. The Written Rehabilitation Standards provide a means for the Recipient to determine whether the bids are reasonable and give all bidders an equitable list of work items to be bid.

### **Meeting the Georgia Construction Codes**

The State of Georgia has adopted fourteen “state minimum standard codes.” Of the fourteen codes, there are eight (8) that are mandatory. Of the eight (8) mandatory codes, four (4) apply to all residential construction. These four codes are:

- National Electric Code
- CABO One-and-Two Family Dwelling Code (International Residential Code)
- Georgia State Energy Code for Buildings
- International Plumbing Code

In addition to the HUD HOME requirement that CHIP homeowner rehabilitation projects must meet the **articles on property or sanitary standards** in one of three model codes (Uniform Building Code (ICBO), National Building Code (BOCA), Standard (Southern) Building Code (SBCCI); or the Council of American Building Officials (CABO) one or two family code; or the Minimum Property Standards (MPS) in 24 CFR 200.926, all CHIP rehabilitation activity must meet the provisions of the four mandatory codes, as applicable.

## **Owner Commitment and Owner Orientation**

After the final work write-up has been agreed to and signed by the homeowner and Recipient and the final amount of other or leveraged funds has been determined the Recipient needs to obtain proof of the owner’s funding commitment for the “other” required leveraged funds if any.

HOME regulations at 24 CFR 92.203(d)(2) require that if more than six (6) months have elapsed since the Recipient determined that the family was income eligible then the Recipient must re-examine the family’s income at the time the HOME assistance is provided.

After determining the total cost of the regular rehabilitation and being provided a commitment for the owner’s required other funds, it is time for the Recipient to review again with the homeowner all of the information they need to know about the program. This review will allow the owner to make a final decision if they want to go forward with the project.

If the owner does want to proceed with the rehabilitation of their home under the CHIP program requirements, an owner orientation will provide information on what the owner can expect and what is expected of them going forward.

Owners need to understand:

- the overall construction process and timing; the CHIP loan documents; the CHIP owner occupied rehabilitation grant agreement for the project delivery cost; the construction process and the legal documents related to construction; temporary relocation; and, what happens after the construction is completed
- the possibility of the lead based paint reduction process that may take place on their property. The attached link to the pamphlet “Protect Your Family From Lead in Your Home” should be distributed to the household. See link: <https://www.epa.gov/sites/production/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf>
- the DCA policy regarding the Owner’s Selection of Bidding Method
- the DCA policies in regard to manufactured homes
- the HOME and DCA requirements regarding any refinancing being considered in conjunction with the CHIP assisted homeowner rehabilitation
- Their responsibility to maintain homeowner’s insurance in an amount sufficient to cover the after-rehabilitated value of the property for the full affordability period. The policy must include the Recipient as an additional insured holder of the policy.
- Owners are responsible for moving their belongings and finding somewhere else to stay during construction if necessary. CHIP funds will not pay for relocation costs. If it is safe for the homeowner to stay in their home during construction then the electric, gas, and water utilities must be turned on each evening while construction is underway.

## **Submit the Pre Setup Packet to DCA for approval**

### Setting-Up Activities for Homeowner Rehabilitation Assistance

DCA will be monitoring each activity to ensure its compliance with key programmatic requirements during the set-up phase of project implementation. The processes used to ensure programmatic compliance will be based on the activity being implemented – homeowner rehabilitation assistance.

Homeowner Rehabilitation Assistance activities are required to follow a three-step Activity Setup process: (1) Environmental Review and (2) Homeowner Qualification and Housing Qualification setup.

### Environmental Review

For activities that were partially cleared with the Tier One review, a Site Specific review is required to clear the related laws and authorities listed in 24 CFR 58.5 and 58.6. This review should concentrate on the issues that were not resolved in the broad-level review (see 40 CFR 1508.28). This should be done before any "choice-limiting actions" are begun.



### Homeowner Qualification Pre-Setup:

The Housing Rehabilitation Pre-Setup process is designed to ensure that the Household and housing meets certain HOME requirements prior to the Recipient entering into a contract for assistance with the homeowner or the homeowner entering into any construction contract. The Recipient must submit to DCA a Housing Rehabilitation Activity Pre-Setup Information Form (CA-3) with required accompanying documentation for any unit proposed for funding. The setup is divided into two phases to avoid the Recipient from incurring any unnecessary expenditures prior to the household and environmental review's approval. It is suggested that items listed on the Pre-Setup Information Form (CA-3) be submitted in the order of the form for clarity and uniformity.

For any Recipient that proposes reconstruction as part of their program design and where reconstruction is proposed on an individual unit, a Reconstruction Feasibility Test Form (CR-8) must be provided during the activity Pre Set-up phase that provides the following information:

- a. Narrative describing the needs for a unit to be reconstructed instead of rehabilitated. The narrative must identify the costs of reconstruction versus the cost of rehabilitation. The narrative must also describe the Recipient's or Recipient's plans to relocate the unit residents during reconstruction, including the source of funds, the estimated length of time that relocation will be necessary, and a commitment from Recipient that sufficient resources are available to the Recipient to cover the entire length of time that the relocation will be necessary.
- b. An appraisal or third party documentation of the After Development Value of the Property.

DCA will review the pre setup packet and respond to the grant administrator within five business days. If there are no deficiencies then DCA will issue a notice to proceed to the setup phase of the project. At that time the Recipient is free to enter into a contract with the homeowner and allow the homeowner to secure a contractor.

## **Owner's Selection of Bidding Method and Contractor**

While DCA prefers open and competitive bidding, under the CHIP program owners have a right to select one of two methods to secure the rehabilitation contractor for their property. The two methods are either open, free competitive bidding or negotiation.

## **DCA Policies in Regard to Manufactured Homes**

Manufactured homes can be rehabilitated with CHIP funds if the Recipient has been approved to include this activity in their CHIP contract. The total cost of the rehabilitation cannot exceed \$15,000 including both the CHIP funds and the owner's funds. It is generally advised that manufactured housing requiring more than \$15,000 in order to bring the unit into compliance with the Recipient's Property Standards (codes) should be considered for replacement. DCA approval is required to exceed this amount on a per project basis.

Replacement manufactured housing must be new or standard housing in conformance with the National Manufactured HOME Construction and Safety Standards Act of 1974 as amended. Manufactured housing must be permanently affixed in accordance with HUD's Handbook 4930.3, Permanent Foundations Guide for Manufactured Housing.

DCA has established that "used" manufactured housing can be no more than ten (10) years old to receive CHIP reconstruction assistance.

## **Prepare Bid Document Packages and Send Invitation to Bid**

After the Recipient has qualified applicants, selected one of the HUD approved property standards (codes), inspected the property, determined the scope of work and the specifications for the work have been developed based on the Recipient's Written Rehabilitation Standards, and conducted the owner orientation, it is time to prepare the bid documents. The Recipient has already developed a list of eligible, qualified contractors.

The bid documents package consists of a cover letter of general instructions. The cover letter is often called an Invitation to Bid. It gives staff contact names for questions; instructions on how to obtain access to the property; identifies the date, time and place the bid is due; and includes the following enclosures:

- General conditions of bid
- Special conditions of bid
- DCA CHIP Addendum to Construction Contract
- Lead Based Paint Addendum
- Bid and proposal form (Make sure that the bid form makes it clear that all bids are to include permit fees and sales taxes. Additionally, some Recipients combine the bid form with the actual final construction contract. This allows the contractor to see exactly the terms and conditions of the contract if he or she is awarded the contract. This method is a legally enforceable bid when signed by the contractor. It only becomes a binding contract obligating the contractor to perform the work and the owner to pay for the work when the owner signs the document.)
- Work write up without the cost estimates
- Written rehabilitation standards/specifications
- Library of model specifications for lead hazard evaluation and reduction
- Lead work write-up without the cost estimates
- Arbitration agreement (if used by your local program as the mechanism to settle disputes). (If a Recipient utilizes this mechanism to settle disputes, a copy of the agreement should be a part of the bid package. The instructions should tell the contractor to sign the agreement, as by doing so he indicates his willingness to follow this required procedure. The document does not become binding until it is signed by the owner at the time the construction contract is signed.) .

Once the bid package is developed, copies should be made for every eligible contractor on the Recipient's list of eligible contractors. A bid package should then be emailed to each eligible contractor.

## **Bid Opening**

All bids received should be sealed and due by a specific time to assure fairness. The bid opening should be conducted in a public manner and the results recorded on a bid control sheet. Usually only contactors who bid choose to attend. Every person in attendance should sign a Bid Opening Attendance Sheet.

The Recipient should open and check each bid package to be sure all information is properly entered and complete. This review should include that all sales taxes, fees and permits are included and any required addendums are clearly included; specifications and related documents are correctly referenced; dates are correctly entered and that the bidder's signature is completed in ink. The review should make certain that any licensing requirements, tax numbers and supporting documents (such as the arbitration agreement, if used) are included.

The bids are reviewed for responsiveness, accuracy and reasonableness; recorded on the Bid Control Sheet; and, summarized on the Bid Summary. The Bid Summary should include a computation of the Recipient's cost estimate plus or minus ten (10) percent in order to compare each bid to the Recipient's cost estimate. This will allow the Recipient to determine what percentage the low bid is to the Recipient's cost estimate. The Recipient's CHIP program Policies and Procedures should define the required threshold for a bid to be considered "reasonable." Most programs use a ten percent spread as a threshold.

The Recipient should develop a set of minutes of the bid opening meeting.

### **Guidance on Determining Reasonableness of Bid**

The reasonableness threshold, usually a ten percent spread (plus or minus of the Recipient's cost estimate) is a generally accepted threshold to ascertain the "reasonableness" of the low bid. If the low bid is below the "reasonableness" margin, as indicated in the Recipient's CHIP Program Policies and Procedures, the Recipient should meet with the contractor immediately to determine how he/she arrived at the bid price. This meeting should determine if a miscalculation occurred on the part of the Recipient or the contractor. The Recipient should be assured that the acceptance of the bid will not cause the contractor to fail in completing the work for lack of funds. If the Recipient gains this assurance, the Recipient can make a recommendation for the owner's acceptance of the bid. If, however, the low bid is above the "reasonableness" margin, a close analysis should be taken of the Recipient's cost estimate. In either case, both the owner and the program's interest should always be protected. While the owner reserves the right to reject any and all bids, the owner will oftentimes rely on the Recipient for an opinion as to whether the bid is "reasonable." In the final analysis, the bid will be awarded to a responsible contractor whose proposal is most advantageous to the program with price and other factors considered, regardless of the method of bidding selected (competitive bidding or negotiated bid).

### **Negotiated Bids**

While open, competitive bidding is the preferred method of selecting a contractor, it is permissible to use the negotiated method in instances where a community cannot attract multiple contractors to form a contractor pool or when a property owner has requested using a contractor of their choosing.

In all cases, the contractor must meet the program's contractor eligibility criteria as described in the Recipient's CHIP Program Policies and Procedures. The bid submitted by the contractor must meet the criteria established for the program in determining the "reasonableness" of bids. If the bid does not meet the criteria, the Recipient may negotiate the price in order to get the bid within a qualifying range. If the negotiation is not successful, the project should be re-bid or the owner may pay the difference between the contractor's price and the cost estimate.

Similarly, should the owner choose to use a contractor not deemed "most advantageous to the program," by the Recipient because of a high bid, the owner may pay the difference to the contractor of their choosing, providing the contractor has met the Recipient's contractor qualification requirements.

## **Selecting and Notifying the Contractor**

After the bids have been opened and recorded on the Bid Control Sheet and reviewed for accuracy and reasonableness, and the Bid Summary prepared, the contractor for the proposed work will be selected by the owner. The bid selected should reflect the lowest responsible bid complying with all program requirements provided such bid is reasonable and in the best interest of the owner. The program requirements have been predetermined and set forth in the Recipient's CHIP Program Policies and Procedures.

The Recipient will review all bids for compliance with program requirements. The owner and the Recipient may reserve the right to reject any and all bids or any portion thereof and waive any and all irregularities per the Recipient's CHIP Program Policies and Procedures.

Following this review, the owner selects the contractor and authorizes the Recipient to send a Bid Award Notice to the selected contractor. The owner authorizes the selection by signing the Bid Award Notice. The Bid Award Notice advises the contractor that the owner has accepted his/her bid on the described property.

The Bid Award Notice to the successful bidder should notify the contractor of the date, time and location of the pre-construction conference; advise the contractor that he or she may only begin the project after attending the pre-construction conference with the Recipient and the owner; and further notifies the contractor that work cannot begin until a Notice to Proceed has been issued.

## **The Bid Award Notice**

- requires that the contractor return an enclosed form listing all sub-contractors that will be used on the project
- advises the contractor that before any payments can be made, a program lien waiver must be signed and submitted by the general contractor and all sub-contractors and material suppliers
- advises the contractor that the construction contract is contingent upon the owner obtaining a firm commitment for the other (non-CHIP) funds
- advises the contractor that before a Notice to Proceed can be issued, an Arbitration Agreement must be signed, if required by the Recipient's CHIP Program Policies and Procedures
- advises the contractor that prior to issuing a Notice to Proceed the contractor must furnish evidence of the required contractor liability insurance and all required permits and any documentation in support of any other Recipient's requirements

All bidders should be notified of the results of the bid by letter indicating whether the bid was accepted or not accepted. If a contractor's bid was not accepted, the letter should indicate which bidder received the award. This letter should include a contact person for all questions regarding the bidding and contact award procedures.

Based on local program policy as set forth in the Recipient's CHIP Program Policies and Procedures, contractors may have their bids rejected or may be declared ineligible to bid on future projects if past performance does not meet the standards of performance identified in the Recipient's CHIP Program Policies and Procedures. Failure to comply with the instructions of bidding may be a basis for bid rejections per the Recipient's CHIP Program Policies and Procedures. The Recipient's CHIP Program Policies and Procedures should include a contact person for all questions regarding the bid award process.

As noted above, no work will begin until the contractor receives a "Notice to Proceed" order executed by the owner and provided by the Recipient to the contractor.

## **Prepare for Closing the CHIP Loan**

It is now time to prepare for closing the CHIP loan.

The Recipient should take sufficient time to review the project file using the Checklist for Homeowner Rehabilitation to determine completeness of the project file.

During the file completeness check, the Recipient wants to make certain that all of the required paperwork is included and completed accurately. The file needs to clearly document that:

- the eligibility of the applicant given the CHIP program and local program guidelines

- the property is an eligible single family property
- the form of ownership is eligible
- the prescribed property standards and written rehabilitation standards are clearly defined and will be met and followed
- the verification of household income is current within six months of the estimated closing date. (If re-verifications are not current then the Recipient must re-verify the household income with documentation supporting the income eligibility requirements)
- the file contains the Recipient's "after-rehabilitation" value as determined by one of the three methods allowed under the HOME program. **The value of the HOME assisted property after rehabilitation must not exceed 95 percent of the median purchase price for the area, as published by HUD, or, in accordance with the Final Rule.** Such method must be used unilaterally for the Recipient's CHIP homeowner rehabilitation program and such method must be described in the Recipient's CHIP Program Policies and Procedures. The three methods from which the Recipient can choose to adopt for their homeowner rehabilitation program include:
  - i. Estimates of value by the Recipient or Sub-recipient may be used. However, project files must contain the estimate of value and document the basis for the value estimates.
  - ii. Appraisals, whether prepared by a licensed fee appraiser or by a staff appraiser of the Recipient, may be used.
  - iii. Tax assessments for a comparable property located in the same neighborhood may be used to establish the after-rehabilitation value if the assessment is current and accurately reflects market value after rehabilitation.
- the file needs to contain documentation to support the DCA required policy that State Recipient's cannot approve CHIP funding where the combined debt (CHIP funding and other public/private funding) exceeds the loan to value limits as set forth by the underwriting, closing and funding criteria of the DCA Georgia Dream first mortgage revenue bond program, Fannie Mae, Freddie Mac, USDA, FHA or VA. Any exceptions must be submitted to DCA prior to project set-up for review and approval.

The Recipient needs to confirm the evidence of commitment(s) that the required other funds are available.

In preparing for the closing the Recipient will prepare the CHIP loan documents using local counsel and the Recipient will prepare the construction contract and all addenda; the Truth in Lending Statement; and, the Right of Rescission Notice. The Recipient will also order the final title commitment.

In summary, the file review and preparation for closing and final approval of the CHIP loan should include a review of the information collected from the borrower against the program eligibility and underwriting criteria. The title policy should be reviewed. A calculation of the CHIP funding and the other funding should be made to ensure there are adequate funds in place to cover construction, closing and any allowable contingency costs. Additionally, the file needs to include the HOME required subsidy layering review if more than one source of federal funds is being used

on the project to ensure that no more subsidy is being used than is necessary to provide affordable housing.

## **Closing the CHIP Loan**

The Recipient should make a final review of the application and verifications, using updated information as required and prepare and issue the Truth in Lending Statement.

### **1. Issue Truth in Lending Notice**

The Recipient should prepare and issue the Truth in Lending Statement as part of the closing process.

**Disclosure Statement.** The federal Truth in Lending Act requires that a lender disclose certain information about the loan to a borrower in a uniform and readable manner. The Federal Reserve Board publishes a model with guidelines for format which must be followed. This must be presented to the borrower before the documents are signed. If disclosure is not done properly, there can be serious consequences. Be sure to obtain up to date information on proper disclosure format and content, and file documentation requirements from a professional lender, a closing attorney or other reliable source. .

### **2. Confirming the Recipient as Additional Insured**

The Recipient should obtain a copy of the homeowner's insurance policy to verify that the Recipient has been added as an "additional insured" on the policy. The policy should be in amount to cover the after-rehabilitated value of the property.

### **3. Execute and Record the CHIP Loan Documents/Other Funds Loan Document Execution**

The owner and Recipient will execute three documents in connection with the CHIP loan: a loan agreement, a promissory note, and a security deed. Only the security deed is recorded after it is signed. The owner will also execute the grant agreement for project delivery fees.

Typically, the closing on the owner's other funding is held simultaneously with the CHIP loan closing.

The Recipient should record the CHIP Deed to Secure Debt in the Superior Court of the County in which the property is located as soon as possible after the closing. The CHIP Deed to Secure Debt should be recorded after any security deed of another lender that is supposed to be prior in position of superiority to the CHIP security deed. If the CHIP loan closes simultaneously with the other loan on the property, the closing attorney for the other loan will probably be accommodating and record both the other loan documents and the CHIP Deed to Secure Debt at the same time.

### **4. Provide Three Day Right of Rescission Notice to Owner**

Owners have a right under federal Truth in Lending Act, Regulation Z, to cancel a transaction, without cost, that will result in a lien on their home.

### **Right of Rescission Notice**

In a credit transaction in which a security interest is or will be retained or acquired in a consumer's principal dwelling, each consumer whose ownership interest is or will be subject to the security interest has the right to rescind the transaction. Lenders are required to deliver two copies of the notice of the right to rescind and one copy of the disclosure statement to each consumer entitled to rescind.

The notice must be on a separate document that identifies the rescission period on the transaction and must clearly and conspicuously disclose the retention or acquisition of a security interest in the consumer's principal dwelling; the consumer's right to rescind the transaction; and how the consumer may exercise the right to rescind with a form for that purpose, designating the address of the lender's place of business.

In order to exercise the right to rescind, the consumer must notify the creditor of the rescission by mail, telegram or other means of communication. Notice is considered given when mailed, filed for telegraphic transmission or sent by other means, when delivered to the Lender's designated place of business. The consumer may exercise the right to rescind until midnight of the third business day following consummation of the transaction; delivery of the notice of right to rescind; or delivery of all material disclosures, whichever occurs last. When more than one consumer in a transaction has the right to rescind, the exercise of the right by one consumer shall be effective for all consumers.

When the consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void and the consumer will no longer be liable for any amount, including any finance charge. Within twenty (20) calendar days after receipt of a notice of rescission, the lender is required to return any money or property that was given to anyone in connection with the transaction and must take any action necessary to reflect the termination of the security interest. If the lender has delivered any money or property, the consumer may retain possession until the lender has complied with the above.

Recipients must become familiar with the requirements of this Act and implement these requirements with each CHIP loan closing.

Please note that the Recipient is responsible for issuing its own Three Day Right of Rescission Notice which is in addition to and separate from the notice required to be issued by any third party lender.

Again, most Recipients conduct the CHIP loan closing in conjunction with the closing of the leveraged loan.



## **Pre-Construction Conference, Construction Contract and Notice to Proceed**

The pre-construction conference provides an opportunity to review program rules and procedures for the construction phase; to reinforce quality and performance standards; to review the inspection and payment responsibilities and process; to discuss any special circumstances about the project; to discuss the change order process; and, to discuss special needs the owner may have regarding the contractor's access to and presence on the property. Holding this meeting at the property provides an opportunity for all of those involved to go over the work write-up item by item and to make sure all parties understand what work can and cannot be done with CHIP funds and the total funds per the construction contract. The conference should:

- Review the construction contract and all addenda
- Review the HOME (CHIP) program code standards that have been selected by the Recipient for use in the CHIP homeowner rehabilitation program
- Review the Georgia Construction Codes
- Review the Recipient's Written Rehabilitation Standards
- Review the Notice to Proceed process
- Review the inspection process including interim and final inspections
- Review the pay request process
- Review the owner's responsibility in monitoring of construction
- Review the contractor's responsibility to advise the Recipient regarding percentages of completion and to request the prescribed inspections
- Provide a supply of forms for the contractor to request payments
- Provide the required lien release forms
- Provide the required owner's satisfaction of work completed forms
- Review occupant protection and relocation issues with owners and contractors
- Review the lead hazard reduction work and occupancy protections
- Review the change order process
- Review the dispute resolution procedures
- Review the work schedule so all parties understand when the work will begin; how it will proceed; and when it is expected to be completed
- Review the close-out procedures and all of the required documentation/warranty

It is recommend that prior to executing the construction contract that a final review be conducted of the availability and access to the property and completion timeliness and a review of any penalties that would be imposed if the project is not completed on time.

### **Executing the Construction Contract**

If both parties are in agreement to the construction contract, it is now time to execute the contract. Again, the construction contract is executed between the owner and the contractor. The Recipient is not a party to the construction contract.

### **Request for Clearance of Prime Contractor**

The Recipient must check that the contractor is not on the [state](#) or [federal](#) debarment list.

### **Notice to Proceed**

After all loan and construction documents have been properly executed; the Deed to Secure Debt has been recorded; the contractor has been cleared through the HUD debarment process; and, the Three Day Right of Rescission period has expired, an authorization or Notice to Proceed can be issued.

Since the Notice to Proceed triggers the contract completion time frame, it is important to coordinate this fully with the owner and contractor to ensure that the work can begin on time and that the contractor is available to do the work. The Recipient should make certain that the owner and contractor understand that no work can be incurred prior to the issuance of the Notice to Proceed.

The Notice to Proceed should be signed by the homeowner first as the owner is providing the authorization to the contractor to proceed with commencement of construction. The Notice is then signed by the contractor. A fully executed copy must be maintained in the project file.

### **Owner Choices**

As the owner has choices to make in selecting colors and finishes, some Recipients use a formal tracking method that identifies all colors of paint (both exterior and interior), floor finishes, wood stains and cabinet stain or paint colors.

Some Recipients have experienced disputes between the contractor and owner in regard to the colors or finishes in the rehabilitation work.

## **Set-Up Project with DCA**

The Recipient should now set up the project with DCA using the HUD HOME Project Set-Up form (Homeowner Rehab Set Up and Completion Form) by following the project set-up process outlined in the CHIP Manual.

### **Homeowner Rehabilitation Assistance Activity Setup:**

In order to receive a drawdown of funds from the CHIP grant, DCA must first commit funds for the specific activity (i.e. household and unit address) in the HUD Integrated Disbursement and Information System (IDIS). It is required that the following information for homeowner rehabilitation activities be submitted to DCA to ensure that the proposed activity meets specific CHIP requirements:

#### **List of forms:**

##### **Homeownership Qualifications**

- Income Verification Form (CC-8)
- Certification to Use Unit as Principal Residence (CC-7)

- Declaration of Citizenship Status (CC-3 and, if applicable, CC-4):
- Certification as to Conflict of Interest (CC-6)
- Copy of Existing Warranty Deed
- Current market value of the property
- Proof of Year of Construction of Housing Unit (tax record)

**Housing Qualifications**

- Lead- Based Paint Visual Assessment (if unit was built prior to 1978)
- Initial Scope of Work Write-Up for Non-Lead Costs
- Work Scope of Work Write-Up for Lead Costs (if unit was built prior to 1978)
- Reconstruction Feasibility Test Form (CR-8)
- Pictures of housing unit demonstrating need for work to be performed

DCA will review the set up packet within five (5) business days of receipt at DCA. If there are no deficiencies, DCA will issue a Notice to Proceed.

**Homeowner Rehabilitation Revised Set-up Submission**

All revised Set up requests must be prepared on the Homeowner Rehabilitation Assistance Activity Set up Form (CA-4) by the Recipient and returned to DCA. Make sure you check the “Revision” box” on the upper left-hand corner and provide the name and phone number of the person completing the form.

DCA will review the Revised Homeowner Rehabilitation Assistance Activity Set up Form (CA-4) and accompanying documentation, identify any deficiencies, and, if necessary, communicate those deficiencies via email within five (5) business days of receipt at DCA.

**Requests to Exceed Maximum CHIP Assistance**

Any project requiring more than \$60,000 must be approved by DCA.

- a. For Amounts up to 20% of the original set up amount: A Recipient may exceed the original set up amount for an individual housing unit by up to 20% without seeking DCA approval. In these instances, the Recipient and, if applicable, their Administrator must submit a revised Homeowner Rehabilitation Assistance Activity Set up Form (CA-4) with the following information:
  - Revised HOME Cost
  - Change order or other documentation explaining the change
  - Homeowner Affidavit to Execute Amended Promissory Note (CL-A13)
  - Contract between Homeowner and Contractor
  - Must include the Contractor Work Write-Up and Pictures
  
- b. For Amounts over 20% of the original set up amount: A Recipient may not exceed the original set up amount for an individual housing unit by over 20% without seeking DCA approval. In these instances, the Recipient must submit a Request to Exceed Maximum letter clearly describing the reason for the increased request along with a revised Homeowner Rehabilitation Activity Set up Form (CA-4) with the following information:
  - Revised HOME Cost

- Accompanying Documentation
- Narrative describing the reasoning behind the need for the increased assistance request
- Homeowner Affidavit to Execute Amended Promissory Note (CL-A13)
- Signed Change Order Amending the Contract between Homeowner and Contractor
- Contractor's Work Write-Up
- Pictures documenting the need for the revised scope of work

DCA will review the request and if approved send the grant administrator an approval notice.

## **Construction Process**

After holding the pre-construction conference, allowing the three day right of rescission period to expire, executing the construction contract, obtaining clearance of the contractor through the HUD debarment process, and issuing the Notice to Proceed, it is now time for the start of construction.

### **Georgia Lien Law**

One of the most important requirements at the onset of construction is for the Recipient to ensure that the requirements of the Georgia Lien law are followed.

Georgia lien law provides contractors and subcontractors with certain rights to place a lien on a property if they have not been paid. Recipients should follow a rigid lien release procedure which protects both the owner's interest and the program's investment. This procedure requires the contractor to sign a lien release including information on the sub-contractors and suppliers when any partial or full payment is made. DCA also requires lien releases from sub-contractors and material suppliers.

Georgia lien statute amendment, O.C.G.A. §44-14-361.5, provides that not later than 15 days after the Contractor physically commences work on the Owner's property, Notice of Commencement shall be filed either by the Owner or the Contractor in the Superior Court in the county where the property is located. It is suggested that the Recipient assume this responsibility. The notice must include (1) legal description of the property; (2) the name and location of the project, and the name and address of the following: a) the contractor, b) the true owner of the property, the person at whose instance their work is being furnished if not the true owner (e.g., a tenant), c) the surety (if any) and d) the construction lender (if any).

Once a Notice of Commencement is filed, any potential lien claimant that the community was not informed of (e.g., everyone but first tier subcontractors and suppliers) must provide a "Notice to Contractor" to the Owner and the contractor within 30 days from the day it first furnishes labor or materials, or from the day the Notice of Commencement was filed, whichever is later. The Notice to contractor must include the name, address and telephone number of the person providing the labor or materials, the name and address and telephone number of the person providing the labor or materials were furnished, and a description of the labor or materials being provided. The Notice must also include the contract price or anticipated value of the labor or materials. Any potential

lien claimant not in privity of contract with the contractor, and not providing a Notice to Contractor within the time required, will not be entitled to file a lien. The statute makes filing a Notice of Commencement mandatory. If a Notice of Commencement is not filed, the only consequence is that lower tier subcontractors and suppliers are relieved from having to serve a Notice to Contractor and the requirements of Section 44-14-361.5 do not apply.

The statute also allows a subcontractor or supplier to request a copy of the Notice of Commencement from the Owner or Contractor. If the Notice is not provided within 10 days of the request, the section's requirements do not apply to the subcontractor or supplier making the request.

The purpose of the Notice of Commencement is twofold. First, it enhances the ability of lien claimants to file lien and bond claims, since the information necessary for filing such claims is provided in the Notice of Commencement. Second, the Notice provides the Recipient with a mechanism for keeping track of lower-tier subcontractors and material suppliers. Armed with this knowledge, owners and contractors should be better able to make sure that everyone performing in the rehabilitation is paid in a timely manner, and to eliminate the filing of last-minute liens by previously unidentified subcontractors and suppliers.

## **Reconstruction**

Sometimes, after a housing rehabilitation Construction Contract has been awarded and work has commenced, the Contractor and/or the Recipient may discover additional work necessary to bring the property in compliance with the CHIP program Property Standards (Codes). If an existing structure is converted to affordable housing, or if a structure is moved to a new foundation which is constructed with CHIP funds, these projects are considered reconstruction. For CHIP contracts allowing manufactured housing, reconstruction also includes replacing an existing dilapidated unit of manufactured housing with a new or standard unit of manufactured housing.

After conducting the initial property inspection, the Recipient may determine that the house is not structurally or economically feasible to rehabilitate. With DCA approval, the project may be approved for set-up as a reconstruction if all of the following conditions are met:

- Unit is unsuitable for rehabilitation both structurally and economically.
- The estimated cost of reconstruction (constructing a comparable replacement house on the same property) will be substantially less than the estimated cost to purchase a comparable house (including land) that would be newly constructed in a comparable neighborhood within the community's jurisdiction.
- The estimated cost of reconstruction will be less than the fair market value of the property (dwelling and land) after reconstruction. This is determined by obtaining an appraisal prior to reconstruction on the projected value of the property including the reconstructed house and land. The Rehabilitation Feasibility Test Form must be submitted to DCA for prior approval

of each unit.

If the Recipient determines that reconstruction would be appropriate based on the above criteria, DCA approval is required on a project by project basis in advance of project set-up.

Requirements such as replacing hidden rotten joists and sills or structural termite damage may require a rehabilitation feasibility test to be performed. If the estimated costs for the change order (when added to the current contract amount) will exceed the economic feasibility for (approved) replacement housing in accordance with the Rehabilitation Feasibility Test Form and the condition of the house does not meet the "structural" feasibility test the Recipient may decide "reconstruction" would be the most cost effective action to undertake. At this point, issue a stop order to the contractor and contact DCA for approval. If approved, it is important to note that the current Construction Contract should stay in effect with the same contractor. Non-applicable items should be deleted from the existing Work Write-up and a new Work Write-up for reconstruction should be incorporated into a change order. A cost estimate should be prepared and each item negotiated to determine reasonable costs.

## **Monitoring the Contractors**

During the course of the project, difficulties may arise between a contractor and the staff. Some of the danger signals to watch for are:

- Failure of the contractor to respond to messages
- Lack of supervision at the job site
- Failure of the contractor to respond to "call backs" during the warranty period
- Financial problems (comments from creditors and suppliers)
- "Shortcutting" and using alternatives from the specifications
- Conflict with the Owner

All of these problems require prompt attention by the Recipient. Contractors should be kept under close monitoring, but by the same token, every contractor deserves to be treated fairly and with respect at all times.

## **Complaint Resolution**

During the course of the project a circumstance may arise where all parties in the project cannot come to terms. Most common are conflicts between the owner and the contractor. However, on occasion either the homeowner or the contractor may disagree with some aspect of the program.

Some Recipients establish a Board of Arbitration to conduct hearings with the contractor, Recipient and/or homeowner on any disputes that cannot be resolved. The Arbitration Board should be composed of neutral parties who make a binding decision. This board could consist of:

- Homeowners from the community or target area
- Building material suppliers
- Social workers
- Outside construction contractors
- Attorney
- Recipient official(s)
- Non-profit housing official

Prior to resolving a conflict through the Arbitration Board, the Recipient should arrange a meeting at the site with all concerned parties. Hopefully a decision can be reached and agreed upon on the spot. However, if there are any doubts, no commitments should be made until the Recipient has time to further investigate the matter. Above all, the Recipient should be sure that all disputes arriving from the work are resolved before the case is ready for the final inspection. If the dispute cannot be resolved, the matter should be referred to the Arbitration Board.

The terms of arbitration should be set forth in the construction contract and these terms should be fully disclosed and understood by all parties to the contract before execution.

When disputes arise, the Recipient should go out to the property and meet with the Homeowner and the Contractor on the site where all concerned parties can see the problem. Hopefully, a workable solution can be agreed upon on the spot, but should there be any doubts, no commitments should be made until the Recipient has investigated the matter. Above all, the Recipient should be sure that all disputes arising from the work are resolved before the case is ready for final inspection. If the dispute cannot be resolved, the matter should be referred to the Arbitration Committee if that is the method of dispute resolution used by the Recipient as required in the CHIP Program Policies and Procedures.

## **Construction File**

The Recipient should set up a construction file to track and monitor the construction process and disbursement of funds. These records should be readily available for the appropriate staff of the Recipient as they monitor progress, complete interim inspections, authorize progress payments, process change orders and make final inspections and payments. These records should also be readily available for DCA review during site monitoring visits.

The file should include:

- Executed construction contract and all addenda
- Specifications
- Change Orders
- Arbitration Agreement, if applicable
- List of Contacts:  
Name and address of phone number of owner; contractor; sub-contractors; State Recipient staff and building official regularly involved in the construction process

- Project Set Up Form
- Disbursement ledger
- Invoices
- Draw Requests
- Copies of checks issued for payment(s)
- Inspection forms
- Building Inspector reports
- Owner satisfaction statements at each disbursement to contractor
- Lien Releases: general, sub-contractor, material suppliers
- Initial property inspection form
- Interim property inspection forms
- Final property inspection forms
- Project log: a log should be maintained to record any significant conversations or actions in order to have a record in the event the Recipient needs to reconstruct events or reconcile disputes.

## **Interim Inspections and Progress Payments**

After the Notice of Commencement has been delivered and receipt by the Contractor is documented, it is the responsibility of the Recipient to inspect the work when it starts, and as it progresses. Inspections should be frequent enough so that the Owner and the community will be assured that the workmanship and materials meet all specifications. It is also suggested that the community appoint a responsible official, possibly the Program Director, to monitor the work in progress on a "spot" basis. It should be clear to all involved, however, that these visits are not inspections. Only the Recipient will conduct inspections as outlined in the construction contract. Depending upon the Recipient's CHIP Program Policies and Procedures, a Recipient may have required a payment schedule at certain percentages of completion. **Regardless of the number of payments scheduled, the Recipient must inspect the job prior to issuing any payment whether it is a partial or a final payment. Inspection reports must be included with the draw request, with pictures, whenever possible.** The Recipient is charged with the responsibility to ensure that the funds are used for eligible purposes and the work has been completed in accordance with the required standards. A Recipient should not pay for work that is not done properly and should not pay for materials that are not present on the site and preferably installed. If work is not properly completed as billed, a Recipient should reject the invoice or reduce the amount to pay only the acceptable portion.

### **Owner's Acceptance of Work Completed**

DCA policy requires that the owner of the property sign a satisfaction statement certifying that they are satisfied with the rehabilitation work on their house and property. This signed statement must be obtained prior to each Recipient's request to DCA for disbursement to a contractor including all interim disbursements and at final disbursement. By signing the satisfaction statement, the owner is requesting that the disbursement be made to the contractor. The statements are required to be witnessed and notarized.



It is recommended that inspections take place in the presence of the owner and contractor so that any problems can be identified, discussed and resolutions developed.

All progress payments should be contingent not only on the percentage of work completed, but also upon the Contractor maintaining satisfactory progress. A retainage (usually 10%) of the completed work should be withheld by the administrator for each progress payment.

All electrical, mechanical, plumbing, framing and roofing work should be inspected by the community's Building Inspection Department. An Inspection Card should be posted at the job site accessible to the Housing inspector for follow-up. In addition to the signed satisfaction statement by the owner requesting a partial or full payment to the contractor, the releases of liens must be obtained from the general contractor and all sub-contractors and material suppliers prior to releasing any payments.

The DCA General Conditions Invoice, Release of Liens and Warranty/Affidavit is prepared by the contractor, signed by the contractor in the presence of a notary and notarized. If the Recipient has also received the subcontractor and material supplier releases of lien, DCA Release and Waiver of Claim for Subcontractor or Material Supplier/Affidavit and the DCA Owner's Satisfaction statement, then a draw request can be submitted to DCA.

### **Other Inspections**

If the job is complicated or problems arise with any of the parties involved, or if unforeseen conditions arise, the Recipient may need to do additional inspections between formal inspections in order to resolve issues or prevent serious problems.

As previously stated inspection of the work in progress is essential to assure that all the work is performed and completed in accordance with the Specifications and Codes and properly monitored to prevent serious disputes before they happen. The question is: how many and how often? There is only one way to determine the frequency of inspecting work in progress, and that is by experience. Some Contractors require closer attention than others. The Contractors who have become accustomed to your frequent inspection routine will not feel harassed. In fact, they should welcome your presence.

Frequent inspections will: (1) prevent many disputes from arising; (2) assure the homeowner that the community is protecting his or her interest; (3) prevent the Contractor from extra expenses borne of needless work that could have been prevented had the Housing inspector been on the site to advise the Contractor before the work was performed; (4) remind the Contractor of the remaining amount of contract time.

### **Retention**

All progress payments should be contingent not only on the percentage of work completed but also upon the contractor making satisfactory progress. The practice of reserving a portion of the payment provides an incentive for the contractor to complete the work in a timely manner and correct problems promptly. This practice also provides a protective cushion to the program if a contractor fails to complete the work and the Recipient has to engage another contractor to complete the work.

DCA recommends that the Recipient retain at least ten (10) percent of every progress billing including the final billing until the entire project has passed the final inspection.

### **Change Orders**

Each Recipient has included in their CHIP Program Policies and Procedures their policy on changes in the scope of work. While every effort was made to include all required work in the original work write up, unforeseen conditions may arise that will require a change order. Some unforeseen conditions might include a collapsed wall, wood that appeared to be sound but was found to be rotten, materials became unavailable due to events beyond any reasonable person's control, or unforeseen termite damage. While it is sometimes impossible to detect every hidden code or property standard violation at the initial and final inspection completed prior to construction, simply failing to include an otherwise noticeable work item on the original scope of work is not generally allowed to be addressed after construction commences. Additionally, contractor error in estimating the project or doing the work is not typically allowed in a change order if the result is an increase in the cost of the job.

If additional unforeseen problems arise during the performance of the work, the solution is to prepare an Amendment to Contract describing the item(s) of work and the additional costs and the additional number of days that would be needed to complete the work. All of these items need to be added by amending to the contract. This document is more commonly referred to as a "change order." The procedure for obtaining a reasonable amount to do the additional work is basically the same principle in securing a negotiated bid.

The change order process includes:

- The Recipient prepares a list of the additional work on the Amendment to Contract/Change Order form describing it in detail as in the work write-up.
- The Contractor will price each item listed and submit the Amendment to Contract/Change Order Form to the Recipient for review.
- The Recipient will determine whether or not the cost and the additional time are reasonable and document justification by comparing the Contractor's proposal to local cost estimates.
- The Recipient discloses the Amendment to Contract/Change Order Form with the figures to the homeowner for final approval.
- With the Homeowner's concurrence, the Amendment to Contract/Change Order Form is prepared and executed. The Amendment must be signed by the Contractor, Recipient AND Owner, and becomes part of the contract.

**NOTE:** Change orders should also be executed to extend the contract expiration date when necessary to allow for excusable delays. If the extension of time is overlooked, the Liquidated Damages clause could be triggered inappropriately.

Excusable delays and liquidated damages should be addressed in the general conditions of the construction contract

The process for change orders in the Recipient's CHIP Program Policies and Procedures should include a review process so they are not perceived as routine by the contractors.

Other records may be affected by change orders such as the contract and the CHIP loan documents which may need to be revised to reflect any increase in the amount of CHIP or terms of the CHIP loan, including either an increase or decrease in the required affordability period.

### **Conflict Resolution**

During the course of the project a circumstance may arise where all parties in the project cannot come to terms. Most common are conflicts between the owner and the contractor. However, on occasion either the homeowner or the contractor may disagree with some aspect of the program.

Some Recipients establish a Board or Committee of Arbitration to conduct hearings with the contractor, Recipient and/or homeowner on any disputes that cannot be resolved. The Arbitration Board should be composed of neutral parties who make a binding decision. This board could consist of:

- Homeowners from the community or target area
- Building material suppliers
- Social workers
- Outside construction contractors
- Attorney
- Recipient official(s)
- Non-profit housing official(s)

Prior to resolving a conflict through the Arbitration Board, the Recipient should arrange a meeting at the site with all concerned parties. Hopefully a decision can be reached and agreed upon on the spot. However, if there are any doubts, no commitments should be made until the Recipient has time to further investigate the matter. Above all, the Recipient should be sure that all disputes arising from the work are resolved before the case is ready for the final inspection. If the dispute cannot be resolved, the matter should be referred to the Arbitration Board. The terms of arbitration should be set forth in the construction contract and these terms should be fully disclosed and understood by all parties to the contract before execution, if this is the method of dispute resolution as required by the Recipient's CHIP program Policies and Procedures.

### **Final Inspection and Final Payment**

Once the project is totally completed, the contractor can then request that the Recipient arrange for a final inspection.

**It is critical that all inspections as set forth in the Recipient's approved award application and CHIP Program Policies and Procedures are conducted.** Some Recipients set forth that the interim and final or at a minimum the final inspection would be conducted by an official of the Recipient's building or code department in addition to the program's housing inspector or administrator. Some Recipients set forth special arrangements with outside building officials from

neighboring communities to conduct inspections, both interim and final, or at least at final, in the absence of a building or codes official for the Recipient. Regardless of who was set forth in the approved award application, the designated inspector(s) must complete and sign off on the final inspection.

Final inspections should always be conducted at the request of the contractor and never conducted on the assumption that the work has been completed. Before the final inspection, the Recipient must be assured that all of the required inspections, including required code inspections, have been completed and signed off by the appropriate authorities.

When the Recipient makes the final inspection, the work write-up and all of the change orders should be used as a checklist to ensure compliance. Any work items that do not meet the Recipient's Written Rehabilitation Standards should be listed and defined as to the nature of the discrepancy. This "punch" list should be given to the contractor with instruction to contact the Recipient when the items have been completed.

Upon the satisfactory completion of the punch list items, the Recipient should prepare the Certificate of Final Inspection. The Recipient can process the final construction draw provided the contractor has remitted the final invoice and all required releases of liens, copies of warranties, and insulation certification, if applicable. The DCA Contracts and Sub-Contracts Completed Form must be included with the final project draw in order for DCA to meet its HUD reporting requirements.

As with the progress inspections, the general contractor and all sub-contractors and material suppliers must provide the releases of liens. As with the interim or progress payments, the general contractor signs the General Contractor's Invoice, Release of Liens and Warranty, serving as a final invoice, release of liens, and a guarantee or warranty of the work for a period of one year.

The Recipient signs the Certificate of Final Completion certifying that the work has been completed in accordance with the contract; that the property conforms to the requirements of the Recipient's CHIP Program Policies and Procedures; to the Recipient's required property standards (codes); and the property conforms to the HUD Lead Based Paint regulations at 24 CFR Part 35.

Typically, Recipients withhold a portion of the final payment until the Certificate of Final Inspection is signed; the Recipient is satisfied all of the work is complete and up to program standards; and, all disputes are resolved.

After the final inspection has occurred and the releases of liens have been obtained and the Certificate of Final Inspection is executed, it is now time for the owner to authorize final disbursement of funds based on his/her satisfaction of the work completed.

The owner signs the satisfaction statement which is witnessed by a notary and notarized and the Recipient can request the final project draw from DCA.

## **Drawing Down Project Funds from DCA**

Once a project has received a set-up confirmation with a HUD project number, a Recipient may begin to draw down funds for project construction costs, project delivery fees, and other project based soft costs. **All draws must be supported by detailed, itemized invoices, progress inspections with pictures (if available) that are maintained in the Recipient's project file.**

## **Project Completion and Closing the File**

### **Warranty**

The construction has been completed and the Recipient obtained the notarized releases of liens; the notarized owner satisfaction statement and made the final disbursement for the construction. As part of the project completion process, the Recipient should send a letter to the owner reminding them of the warranty. Contractors are required to warrant their work for a period of one year. The contract as well as the General Contractor's Invoice Release of Liens and Warranty clearly recite this requirement.

The letter to the owner should explicitly explain the beginning and ending period of the warranty and instructions on how to go about resolving a warranty issue. The letter should make it clear that warranty issues are to be resolved directly with the contractor. Both owners and contractors should be made aware of the Recipient's limited capacity to intervene, although the Recipient may be required to assist the low income homeowner in this regard.

All appliance and termite and systems warranties should be provided directly by the contractor to the owner with copies obtained for the project file.

### **Send Project Completion Report to DCA**

As soon as possible after project completion but no later than sixty (60) days, the Recipient is required to send the project completion report (Homeowner Rehab Set Up and Completion Form) to DCA.

### **Re-review Project File**

The Recipient should re-review the Homeowner Rehabilitation Checklist and make sure that all required documents are in the project file.

## **Monitoring and Change of Ownership**

In accordance with the requirements set forth in the General Conditions of the CHIP award, the Recipient has agreed to manage the day to day operations of the CHIP program and to monitor all activities to assure compliance with the HOME regulations, all requirements of the CHIP Manual and all other applicable federal, state and local laws and regulations.

Under the CHIP program two major requirements apply to the compliance period including the recapture provisions and the principal residency provisions. In regard to the recapture provisions, these provisions should be self-enforcing due to DCA's requirement that the Deed of Trust is recorded. However, monitoring for continued occupancy in the event the CHIP assisted household moved away or rented the property is not so easily monitored.

CHIP assisted households certify that they will occupy the property as their principal residence for the entire affordability period, typically 5 or 10 years. While DCA understands that Recipients cannot always conduct annual site visits to each household assisted under their CHIP program, DCA requires the Recipient to keep a log of each CHIP assisted household with the beginning and ending dates of the required affordability period. **The Recipient is required to send on an annual basis a "DO NOT FORWARD" letter to each household on the anniversary date of the recorded loan documents to ensure that the original assisted CHIP household remains in the property as its principal residence. For any returned letters, the Recipient will implement procedures to follow-up with the CHIP assisted household and take measures to recapture the CHIP assistance due the Recipient.**

#### **Reimbursement to DCA if Default Under the Terms of the Loan Agreement**

Recaptured funds are HOME funds which are recouped by the Recipient when HOME (CHIP) assisted housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by 24 CFR 92.254 (a) (4) for homebuyer projects and by DCA for rehabilitation projects. Recaptured funds are not considered "program income" but rather represent a return of the original HOME investment. Therefore, when the Recipient receives recaptured funds, the funds must be remitted to DCA, (to the attention of the CHIP Manager) for placement in the DCA HOME Investment Trust Fund local account. The remittance must be accompanied by a letter of explanation of the recaptured funds identifying the HUD project number, owner name and address.

#### **Subordination Agreements**

During the course of the CHIP loan, a Recipient may be asked to subordinate the CHIP loan to another loan which is being requested by the homeowner against the property. Most subordination requests are due to the owner attempting to improve their interest rate or payment schedule for an existing superior position loan; to obtain a new loan to consolidate exiting debt; or remove equity from the property for some other purpose. For technical assistance with these requests, please contact the CHIP staff for further clarification or instruction to complete.

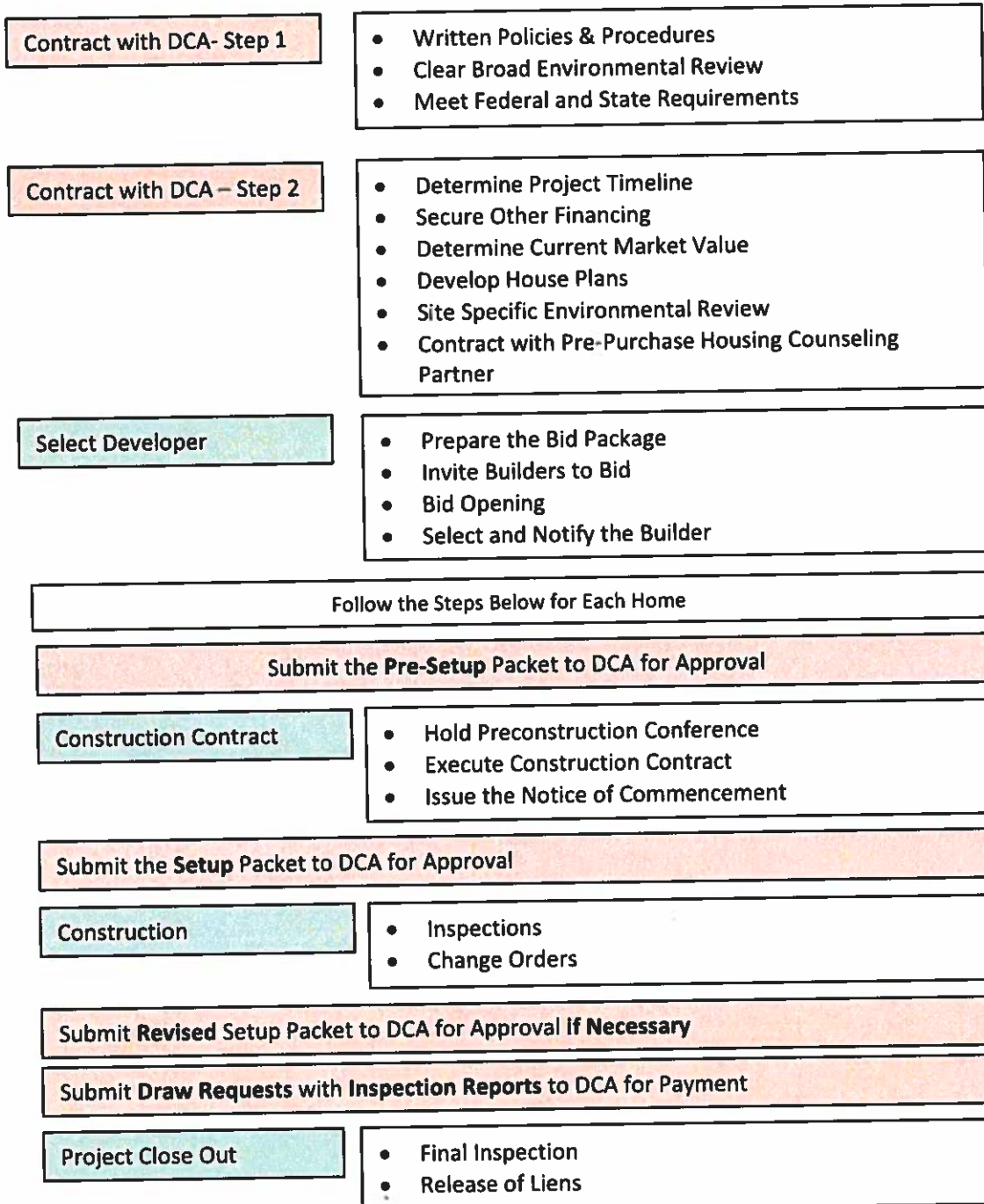
## **Record Retention**

This section provides a summary of the HOME program regulations at 24 CFR 92.508 regarding record retention.

The regulations require that homeownership rehabilitation project records must be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates.

# NEW CONSTRUCTION AND REHABILITATION OF VACANT HOMES ACTIVITIES

## Flow Chart



## **Introduction- New Construction**

The following section of this manual is intended to assist Recipients with the step-by-step administering of the CHIP New Construction and Rehabilitation of Vacant Homes for Sale to Eligible Homebuyers.

Recipients administering CHIP new construction activities are required to comply with the HOME regulations at 24 CFR Part 92. The Policies and Procedures/Written Construction Standards and Specifications do not negate the need for securing your attorney's opinion and approval when necessary. The HOME program regulations can be accessed at:

<https://www.hudexchange.info/programs/home/home-final-rule/>

CHIP funds may be used to develop homeownership through new construction, rehabilitation, or reconstruction. Funds will be provided to acquire, rehabilitate, or newly construct single-family units to be sold to low and moderate income home buyers. Single-family units are defined as structures with 1-4 units. CHIP Recipients can contract with a Developer for new construction, rehabilitation, and/or reconstruction of single family units. The Developer shall be responsible for the day to day management of the development (either new construction or rehabilitation).

Developers who are contracted by the Recipient shall be paid a 15% developer fee of the total development cost. The total development cost does not include the value of the land if funds are provided to acquire the land. This amount may be reduced if there is an identity of interest between the developer and the contractor working on the development.

In instances where the sales price less a 15% developer fee may be less than the total development cost, the developer fee will be limited to 15% of the sales price and the remaining balance after applying the sales proceeds will be provided as a grant to the developer. The maximum development subsidy amount is \$20,000.

Recipients are eligible to receive project delivery costs of up to 5% of the HOME-funded total development cost. All eligible project delivery costs must be identified by the Recipient.

If the application proposes the development (either new construction or rehabilitation) of housing units that will be sold to low and moderate income home buyers, a formal agreement between the Recipient or Developer and a HUD-approved housing counseling agency to provide pre-purchase housing counseling services to all new home buyers will be required. Each homebuyer is required to attend housing counseling before the purchase of a CHIP funded home. Partnerships that consider post-purchase education services for each new home buyer are encouraged.

Whenever CHIP funds are used for either of these types of developments, the work must be performed according to DCA's Written Rehabilitation Standards and Specifications which describe the methods and materials (which address health and safety, habitability and functionality, useful life of major systems, lead-based paint, accessibility, disaster mitigation, and other improvements), construction plans, work write-ups and cost estimates, property inspections



procedures, frequency of inspections; and payment schedule. At a minimum, the unit must be constructed or rehabilitated to all state and local code requirements and must pass an inspection that addresses all of the inspectable items under HUD's Uniform Physical Condition Standards (UPCS). Recipients will be required to adopt and submit as an addendum to DCA's Written Rehabilitation Standards the local codes applicable to their locality.

A Recipient that has been awarded CHIP funds has already established the basic program design. The basic program design was set forth in the CHIP application and approved by DCA through the issuance of a CHIP Recipient Grant Agreement that includes the Program Plan and General and Special Conditions. Implementation of the program must be in keeping with the approved CHIP award and General and Special Conditions, the HOME Program Regulations, and all DCA CHIP policy memorandums and clarifications.

DCA may modify or update the Policy and Procedures periodically at its sole and absolute discretion or as required by changes to federal regulations. Recipients are responsible for maintaining knowledge of these changes and implementing the most up-to-date requirements established for the program.

## **Eligible Activities and Costs**

The CHIP Program is regulated by DCA and HUD in conformance with 24 CFR Part 92, the HOME Final Rule. The following are the major activities and costs permitted under the program.

In general, the following activities are eligible under the CHIP Development Program:

1. **Acquisition:** Funds used for property acquisition necessary for the construction of homeownership units are allowable.
2. **Construction Financing:** Funds may be used for the hard or soft costs of development of the housing units.
3. **Development Subsidy:** This is available to developers of homeownership units when the appraised value/sales price of the completed home minus the approved developer's fee maximum of 15% is less than the total development costs. In these circumstances, the developer fee will be limited to 15% of the sales price and the remaining balance after applying the sales proceeds will be provided out of CHIP funds as a grant to the developer. The maximum development subsidy amount is \$20,000.
4. **Home Buyer Subsidy:** A Home Buyer Subsidy is the amount of funds needed to fill the gap between the sales price of the home and the mortgage amount for which the purchasing household qualifies. The maximum amount of homebuyer subsidy per unit is \$14,999 and the minimum amount is \$1,000. The Home Buyer Subsidy should be made available to the purchaser of the unit as a 0% interest, deferred payment loan and must be secured with a HOME written agreement that is separate from the other loan documents.

**A. Eligible Development Costs**

**1. Infill Construction vs. Subdivision Development**

Development may occur on both scattered site lots or on a single site which will be divided into separate lots where one unit will occupy one lot.

For the purposes of this Program, DCA will consider a “Subdivision” as any project that is one contiguous piece of property that will be split into multiple lots for the development of single family units and which will include the installation of utilities on the property for service to each lot.

DCA will consider as “scattered site” any project that includes scattered lots where each lot is surrounded on two sides by established residential units and each lot does not require the installation of utilities to the lot. To be considered “surrounded on two sides by established residential units,” a Recipient may consider lots immediately adjacent to the lot in question or immediately across the street from the lot in question. Further, if several adjacent vacant lots exist, all lots may be considered as one parcel for the sole purpose of determining if the lots qualify as “scattered site.”

**2. Eligible Forms of Development**

- a. **New Construction** - Units developed through the CHIP Program may be new construction.

Adjacent vacant, scattered site lots may be combined into one parcel and one unit built on the parcel if each lot individually does not meet local zoning codes for the construction of new single family housing.

Similarly, if the separate cost of rehabilitating two existing units exceeds 75% of the after-rehabilitation appraised value of each unit and, if local zoning codes prohibit the construction of a new unit on each existing lot, the lots may be combined and one unit constructed as a “new construction” activity under the CHIP Program.

- b. **Rehabilitation** - Rehabilitating a vacant, dilapidated single family dwelling unit where the estimated cost of rehabilitation of the existing unit is less than 75% of the total estimated after-rehabilitation value of the existing unit is an eligible activity. Upon completion of construction, the unit must meet all applicable local codes and property standards as defined by the CHIP Program. If the unit was built prior to 1978, the unit must be rehabilitated following all Lead-Based Paint guidelines.

**B. Total Development Budget - Eligible Costs**

The following costs are eligible under the CHIP Program and may be included as part of the Total Development Budget for each site:

1. **Eligible Acquisition Costs:** Eligible acquisition costs are those costs related to the acquisition of a site(s) for the project. These costs include land, existing structures on the land, and costs associated with obtaining legal title and closing on the site.
2. **Eligible Development Hard Costs:** Eligible development hard costs are those costs required to construct, reconstruct or rehabilitate properties to meet applicable state and local building codes (including the Model Energy Code), accessibility requirements, and Single Family Development Minimum Construction Standards to ensure that the Georgia Dream Single Family Development Program-assisted housing is decent, safe and sanitary, and to make other essential improvements, including, but not limited to:
  - a. Energy-related repairs and improvements;
  - b. Accessibility improvements for individuals with disabilities (whether to comply with ADA requirements or otherwise);
  - c. Abatement of lead based paint hazards;
  - d. Repairs and/or replacement of major housing systems in danger of failure;
  - e. General property improvements (in accordance with DCA policy) which are non-luxury in nature; and
  - f. Demolition of existing structures on a site where reconstructed or newly constructed housing will be developed.

Eligible hard costs include the following line items: site preparation, landscaping, road construction, utilities and storm sewer, residential construction, and construction contingency.

3. **Soft Costs:** Related soft costs (costs incurred by the owner, paid to a third-party provider other than the Recipient or Developer and associated with the financing or development of reconstruction, new construction, rehabilitation or acquisition) are eligible costs. The following are eligible, related soft costs:
  - a. Architectural, engineering or related professional services required to prepare plans, drawings, specifications or work write-ups (including the reasonable cost associated with compliance under the State Programmatic Agreement on Historic Preservation);
  - b. Costs to process and settle the financing for a project such as private lender origination fees, credit report, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorney fees, private appraisal fees and fees for an independent cost estimate, and builder's or developer's fees that are reasonable and customary;

- c. Impact fees, hook-up fees and property taxes;
  - d. Insurance costs, including an initial flood insurance premium;
  - e. Costs for security at the construction site;
  - f. Costs to inspect the project for compliance with Program and local/state building codes; and
  - g. Costs to market the completed units to prospective home buyers or tenants.
4. **Project Delivery Costs:** Recipients are eligible to receive a project delivery fee of up to 5% of the HOME-funded total development cost. All eligible project delivery costs must be identified by the Recipient and may include items such as project design and implementation, environmental reviews, underwriting, document preparation, the cost of inspections, and oversight of the Developers.
  5. **Program Income:** Proceeds generated from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds is considered Program Income. All program income generated by the development throughout the loan term may be retained by the Recipient and used for additional HOME-eligible housing development activities.
  6. **Developer's Fees:** Fees to developers that complete developments funded under this NOFA shall be up to 15% of DCA's HOME investment cost not including the value of the land if acquisition funds are provided. This amount may be reduced if there is an identity of interest between the developer and the contractor working on the development. The developer fee should be pro-rated among all funding sources.
  7. **Other costs:** Other miscellaneous costs which are also approved by DCA at its sole and absolute discretion. These costs may include interim construction financing. Please contact DCA for consideration of Other Costs which may be allowable.
- C. **Total Development Costs - Ineligible Activities and Costs**  
 The following costs are ineligible under the CHIP New Construction and Acquisition and Rehabilitation Program and may not be included as part of the Total Development Budget for each site:
1. Acquiring property which is not part of a CHIP-eligible housing unit.
  2. Installing off-site improvements (development on any property not owned or under the control of the Developer.
  3. Paying for any cost that is not eligible under §92.206 through §92.209 of 24 CFR Part 92, HOME Investments Partnerships Program.

4. Rehabilitating or constructing any property occupied by an existing owner.

**Maximum HOME Investment**

The minimum subsidy amount for any unit is \$1,000 as required by HOME Program regulations. The maximum amount shall be the 221(d)(3) limits as determined by HUD. These limits can be found at the following link:

<https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>

**Maximum Home Sales Price**

The maximum sales price of a newly constructed housing or acquisition with rehabilitation should not exceed 95 percent of the median purchase price for the area. If there is no ratified sales contract with an eligible homebuyer for the housing within 9 months of the date of completion of construction or rehabilitation, the housing must be rented to an eligible tenant in accordance with §92.252.

**Affordability Period Requirements-Recapture Provisions**

Recapture provisions must ensure that CHIP recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). **The table below provides the required affordability periods:**

CHIP Investment per Unit	Length of Affordability	Amount considered satisfied for each year of the period of affordability completed in its entirety
Less than \$15,000	5 years	1/5 <sup>th</sup>
\$15,000 - \$40,000	10 years	1/10 <sup>th</sup>
More than \$40,000	15 years	1/15 <sup>th</sup>

CHIP funds that are invested in projects that do not meet the established Period of Affordability requirements will be subject to recapture based on policies outlined in Administration Manual. The development subsidy is not subject to recapture under this provision.

## **Homebuyer Qualifications**

**Income Eligibility Requirements**

The program will serve homeowners and tenants with incomes at or below 80% of the area median, adjusted for household size. The current income limits published by HUD can be found by visiting the HUD website located here: <https://www.huduser.gov/portal/datasets/il.html>

Methods for determination of annual income will be consistent with HUD requirements under 24CFR 92.203. All income and assets must be documented by either a review of documents or third party verification. The requirement for third party verification of income and assets should be clearly set forth as well as the requirement that income is projected for the coming twelve month period from time of verification. All income and asset verification documentation must be current to within six (6) months of the loan closing or lease execution. This allows Recipients to efficiently determine income eligibility of applicants for rehabilitation loans, homeownership assistance, etc.

All sources of "gross household income" and earnings of all adult members anticipated to be received in the 12-month period following the effective date of income certification(s) which will be used to determine whether the applicant is eligible for assistance, must be verified and documented. Copies of these documents must be maintained in the applicant file. Communities must use one or more of the following means of documenting the applicant's recent income.

*Please see Pre-Qualifying Applicants in the Owner Occupied section of this Manual .*

#### U.S. Citizenship Qualification

Each member of a household that receives assistance must be lawfully within the United States. Each household member over the age of 18 years must complete a "Declaration of Citizenship Status" form. The parent/guardian must complete a "Declaration of Citizenship Status" form for each minor child under the age of 18 years. Evidence of citizenship status for all household members must be in the file.

#### Conflict of Interest Qualification

The proposed residents of all units must sign a document stating that they have no relationship to anyone who has a decision-making role or inside knowledge of the HOME process, financial or contractual interests in a HOME activity, or anyone who can obtain benefits of any kind from a HOME activity. This extends to anyone with whom a person has familial or business ties during the funding process and up to one year thereafter. If an individual knowingly has any of the aforementioned connections to a HOME activity, and has not made these ties public, then she/he has violated Federal Conflict-of-Interest statutes.

#### Primary Residence:

The homebuyers must use these homes as their primary residence.

#### Homebuyer Counseling

Homebuyers must receive pre-purchase housing counseling before purchasing a HOME-assisted unit as per 24CFR §92.254(a)(3). Recipients may not charge a fee to the homebuyer for the receipt of housing counseling assistance but may include a fee of up to \$100 as part of the Project Delivery Costs associated with the activity. If a third-party provides such services to the homebuyer, the fees charged must not exceed \$100 and the fees charged to and paid by the homebuyer. The amount paid by the homebuyer may be counted toward the \$1,000 minimum household contribution required of all borrowers.

Recipients are responsible for ensuring that the CHIP-assisted homebuyer completes the homebuyer counseling. A Certificate of Completion of the required counseling or evidence of completion from a housing counseling provider must be maintained in each individual project file.

#### Loan Terms and Conditions and Minimum/Maximum Subsidy

Each home buyer of completed units will be required to secure their own mortgage financing following the determination that they meet HOME income eligibility requirements. All CHIP funds provided to the homeowners are subject to a promissory note and a deed to secure debt between the Owner Occupant as mortgagor and the Recipient as the mortgagee.

Home buyer subsidy loans will be made available to the homeowner at a 0% deferred payment second mortgage loan payable only when the home is sold, refinanced, or no longer used for their principal residence during the affordability period. ***The minimum subsidy amount for any unit \$1,000 as required by HOME Program regulations. The maximum per unit subsidy amount shall be \$14,999. A percentage of the loan will be forgiven annually in equal installments over the applicable minimum five (5) year period of affordability.***

#### Required Homeownership Documents

All loans made to home buyers using CHIP funds will be secured by a lien attached to the property occupied by the borrower. The following documents must be provided by the lender at closing:

- Deed to Secure Debt
- Loan Agreement
- Promissory Note
- Homeowner Notice Right to Rescind
- Real Estate Note
- Affidavit to Execute Amended Promissory Note

#### Transfer of Home Buyer Loans

In the event of the death or incapacity of a homeowner(s) during the stated period of affordability, transfer of property to an eligible low or moderate income household that is an immediate family member of the original homeowner will be permitted.

An “immediate family member” is defined as a spouse, parent, brother, sister, or child of that person, or an individual to who that person stands loco parentis.

Any immediate family member that wishes to assume responsibility of the loan must contact the Recipient for an assessment. The family member must meet all qualification criteria for CHIP funds, including:

#### Borrower Eligibility Requirements

- Income
- Age
- Occupancy
- Mortgage Status

### Property Eligibility Requirements

- Property ownership and type
- Property tax
- Property insurance

The Recipient will conduct third party verification and obtain all required documentation to determine if the household meets all the eligibility requirements.

The immediate family member that is to assume responsibility of the loan is responsible for transferring title of the property into his/her name. The immediate family member is also responsible for preparation and processing of all documents related to loan assumption. All costs associated with transferring the title of the property and loan assumption will be the sole responsibility of the immediate family member, including any legal fees, filing fees, taxes, and any other costs incurred with such process. The immediate family member will have 180 days after the death of the original homeowner to complete the title transfer and loan assumption. If an immediate family member has not completed the process of title transfer and loan assumption within the specified timeframe, the original loan is considered “*in default.*”

All assumed loans will continue with the original loan terms outlined in the Loan Agreement, Deed to Secure Debt, and Promissory Note.

## **DCA CHIP Homebuyer Underwriting Policy**

### **Background**

At 92.254(f), the HOME Rule requires that Participating Jurisdictions (DCA) establish and implement homebuyer program policies that address underwriting standards for buyers of HOME-assisted units, responsible lending standards, and subordination requirements. In August 2018, HUD issued CPD Notice 18-09: Requirements for HOME Homebuyer Program Policies and Procedures detailing these requirements.

This Policy has been developed as a resource for CHIP Recipients as they develop, update, and refine their local policies. It is intended to incorporate both minimum HOME expectations and best practices that DCA has considered. CHIP Recipients can use this as a starting point for the development of their own policies but it is important to note that it should be adapted to reflect local circumstances.

HUD has not established specific metrics in terms of debt-to-income ratios, interest rates, or the like but does require HOME recipients to establish requirements that are reasonable and make sense in the local market.

Finally, this Policy primarily addresses underwriting expectations that influence how much assistance needs to be provided to a given buyer; it is not intended to address all local policies and procedures or all HUD requirements that may apply to homebuyer transactions. For example, recipients still need to ensure that their local policies designate which definition of income will be



used, how recapture policies may be applied, and that the homes purchased meet HOME requirements, among other things, related to their physical condition and value. Additionally, recipients should incorporate their local procedures identifying roles and responsibilities of various program participants, documentation standards, approval processes, and the like.

As part of the local HOME Program, DCA provides assistance to low income homebuyers and this assistance can be used toward an eligible buyer's down-payment or closing costs or can be used as direct financing that reduces the size of a buyer's primary loan (i.e. first mortgage) to a level that is affordable.

By providing assistance to homebuyers, CHIP Recipients have to balance potentially competing perspectives. First, CHIP Recipients should ensure that participating buyers will be successful homeowners. The program should target households who are ready for homeownership and provide enough assistance to make the home affordable. At the same time, buyers should only be provided with the assistance they "need" so the homebuyer is not over subsidized with assistance. Finally, CHIP Recipients should ensure that assisted buyers are informed consumers and avoid the use of risky lending products.

To balance these priorities, DCA has developed these underwriting guidelines, which are based on the following key principles.

- Assisted buyers should have established credit to qualify for competitive lending products on par with those offered to credit-worthy unassisted buyers in the local market. Buyers should be chosen based on their creditworthiness to sustain homeownership without requiring a larger subsidies which reduces the impact of the CHIP program.
- Assisted buyers should make reasonable and meaningful contributions to their home purchase in terms of both up-front investments and monthly payment without being overburdened by their monthly payment or left without cash reserves after closing.

#### **Applicability and Exceptions**

This policy applies to the sale of any homes built or acquired and rehabilitated by a participant in the DCA CHIP program. While there may be individual cases where these requirements may be waived, CHIP Recipients should request specific exceptions in writing prior to making any commitments to prospective buyers who cannot qualify within these criteria. CHIP Recipients are reminded that they will be responsible for representations and/or commitments made to prospective buyers without prior approval by DCA.

#### **Maximum Homebuyer Assistance**

The maximum CHIP assistance available for a buyer is \$14,999. Not all buyers will qualify for the maximum assistance. The assistance available to any given buyer is based on the CHIP Recipient's assessment of the buyer's need taking into account the additional criteria outlined below.

### **Income Determination**

The housing must be acquired by a homebuyer whose family qualifies as a low-income family, and the housing must be the principal residence of the family throughout the period described in paragraph (a)(4) of this section. All eligible household members income must be calculated to determine the household income. Please refer to Owner Occupied Rehabilitation of this Manual for a more comprehensive sources of determining Income sources when Pre-Qualifying Applicants

CHIP limits eligibility to buyers with incomes are between 40% and 80% of the Area Median Income (AMI) as adjusted for household size. HOME regulations limit assistance to households with incomes at or below 80% AMI. While CHIP is concerned about the housing needs of lower income households, it also recognizes that homeownership requires buyers to have sufficient discretionary income to maintain their homes over time, absorb increases in taxes and insurance, and otherwise address unexpected expenses. As a result, the CHIP Program focuses its homebuyer assistance on buyers with incomes in excess of 40% AMI.

In all cases, income eligibility will be determined using the Part 5 (Section 8) definition of income. For guidance on this definition go to:

<https://www.hudexchange.info/resource/2701/sample-format-for-calculating-part-5-annual-income/>

In addition, Recipients are encouraged to use the HUD Income calculator to determine the households income. The income Calculator can be found at <https://www.hudexchange.info/incomecalculator/> The total household income will be used for eligibility purposes and must be documented with at least two-months of source documentation (e.g. paystubs, benefit records, bank statements). Income attributable to all household members, whether or not related to one another by blood or marriage, will be included for eligibility purposes.

However, for underwriting purposes to determine the appropriate level of assistance, the following adjustments will be made:

- The income of adults who will not have an ownership interest in the property will be excluded. For example, in a circumstance where an elderly parent is part of the household but is neither being listed on title to the property nor included on the loan documents, that individual's income will not be included in calculations of the income available to make the mortgage payment.

However, this exclusion for "non-purchasing" adults is not intended to artificially exclude the income of a household member with marginal credit. In the case of married couples, the income of both spouses will always be included for underwriting purposes.

- Significant sources of income such as social security benefits, child support payments, or the like that will not continue for three (3) years will be excluded. For example, while child support received for a 16 ½ year old is included in the Part 5 definition of income because

it will continue over the upcoming 12 months, the source of income will cease in about a year and a half when the child turns 18 and should not be counted on in sizing the buyer's mortgage.

- Any imputed income from assets will be excluded for underwriting purposes.

### **Buyer Expectations**

To ensure that buyers are likely to sustain homeownership, assisted buyers must:

- Purchase the home for a reasonable price that does not exceed the fair market value as determined by an independent appraisal. CHIP Recipients should coordinate with the buyer's senior lender to obtain a copy of the lender's appraisal. Additionally, the home must have a sales price less than or equal to the applicable HOME Homeownership Value limit for the type (new or existing) and location of the home. These limits are updated annually by HUD and can be obtained from DCA.
- While documenting the market value via appraisal is a best practice, DCA does allow Recipients other means of determining value including an evaluation using comparable properties completed by a qualified Recipient representative or an estimate of value by the local tax assessor based on comparable properties in the same neighborhood.
- Contribute at least \$1,000 toward down payment and closing costs. Additionally, buyers are encouraged to have sufficient cash resources (including savings, checking, money market, or other similar non-retirement accounts) such that after closing they have savings of at least three (3) times their total monthly payment, including principal, interest, taxes, insurance, and any association fees.
- ***Buyers with liquid assets in excess of \$25,000 will be required to invest assets above \$25,000 toward the purchase of the home before receiving CHIP assistance.*** For purposes of this requirement, liquid assets are those readily convertible to cash (including but not limited to savings or checking accounts, certificates of deposit, stocks and bonds, etc.). Liquid assets, however, exclude life insurance policies and any savings held in a tax-preferred retirement account (e.g. pension, 401(k), IRA, etc.), college savings plan (e.g. 529 account), or health savings account recognized by the Internal Revenue Service.
- Obtain a loan whose monthly payment (i.e. front end ratio) does not exceed 33% of monthly income and that does not result in a total debt burden (i.e. back end ratio) in excess of 43%. While the recent foreclosure crisis has reduced the availability of lending products that allow buyers to take on excessive monthly payments, some such products are still available. Even when assisted buyers are willing to take on larger monthly payments, the Recipient has determined that buyers with excessive payments are less likely to sustain homeownership.
- Be qualified by their lender to spend at least 20% of their monthly gross income on housing. Lenders often qualify borrowers to spend between 28-33% of monthly gross

income, so buyers qualifying only at payment levels below 20% of income usually have high consumer debt which increases both subsidy costs and the likelihood of foreclosure later.

Note, this criterion is not intended to eliminate buyers whose loan is limited by the lender's loan-to-value ratio resulting in a monthly payment less than 20% of income. For example, if a buyer could qualify to purchase a \$100,000 home at a 28% ratio, but because the household is purchasing a \$50,000 home, the actual payment will be less than 20% of monthly income.

- To ensure that other non-housing, non-debt costs do not unduly threaten an assisted buyer's ability to afford their first mortgage, the Recipient will consider the following non-discretionary fixed costs:
  - Dependent care expenses, including child or elder care necessary to allow adult members of the household to work, in excess of 15% of gross income;
  - Court ordered child support or alimony payments in excess of 20% of gross income;
  - Out of pocket health insurance premiums in excess of 10% of gross income.

In the event any such expense exceeds the limit or the combination of such expenses exceeds a combined total of 25%, the maximum back end ratio allowed will be reduced by the overage. For example, if a household has no dependent care or court ordered payments but has health insurance premiums equal to 15% of gross income. The back end ratio will be limited to 38% (43% minus the 5% by which the health care premium exceeds 10% of income).

To qualify, the buyer must still be qualified to spend at least 20% of their income toward housing without requiring assistance in excess of the maximum assistance limit.

In cases where fixed costs are in excess of these limits, the proposed monthly housing payment – inclusive of principal, interest, taxes, insurance, and any mortgage insurance or association fees – cannot exceed the household's existing housing payment (e.g. rent or payment on a prior home) by more than 10%.

- Complete Pre-Purchase Homeownership Counseling as required below.
- Obtain a mortgage or senior loan that meets the requirements outlined below.

### **Pre-Purchase Counseling Requirement**

In December 2016, HUD published the Final Rule for Housing Counseling Certification which applies to homeownership counseling required by the HOME program. That rule, the final effective date of which is August 1, 2021, requires that CHIP assisted buyers receive counseling from HUD certified counselors employed by HUD- approved Housing Counseling Agencies. The rule also standardizes the content requirements for counseling. Until then, CHIP Recipients

continue to have the flexibility to determine in their local policies and procedures. DCA is working on policies and developing partnership to ensure that there are an adequate number of HUD-certified housing counseling agencies in Georgia by the 2020 compliance deadline.

To ensure that buyers are informed consumers, the following are required:

- Attendance within the past 12-months at a DCA-approved pre-purchase homeownership counseling course by all adult household members who will hold title and be party to the senior loan; and
- That such counseling consists of all applicable topics under the HUD Housing Counseling Rule delivered by a HUD-certified counselor working for a HUD-approved Housing Counseling Agency.

CHIP Recipients should provide the following language in their homebuyer policies:

**[CHIP Recipient Name] has arranged for [Homebuyer Counseling Provider] to provide pre-purchase counseling to participating buyers. There is a fee of [\$XX] to attend. Potential buyers should contact [Homebuyer Counseling Provider at [PHONE] or via [EMAILADDRESS] to register for an upcoming class.**

#### **Primary Loan Expectations**

To ensure that buyers receive high quality loans that are sustainable over time, DCA requires that any buyer receiving CHIP assistance towards closing costs, down payment, or a portion of the purchase price receive a senior loan (i.e first mortgage) meeting the following criteria:

- The loan must be a “Qualified Mortgage (QM)” under the requirements of the Consumer Protection Financial Bureau (CFPB) outlined at 12 CFR 1026.43(e). Qualified Mortgages, among other features, limit total points and lender fees to reasonable levels. Qualified Mortgages also strictly limit pre-payment penalties and contain many other features intended to protect consumers.

There are exemptions from the QM standards for certain nonprofits (typically including Habitat for Humanity) and CDFIs depending on which products are actually present in the local market. In rural areas, USDA Section 502 Direct Loans are made directly from the federal government to the consumer and are not technically subject to the QM requirements but are otherwise perfectly appropriate loans for low-income buyers.

- Interest rates must be competitive and must NOT be a “Higher Priced” loan as defined by CFPB. Higher priced loans are those that exceed the Average Prime Offer Rate by more than 1.5% as of the date of the loan’s rate lock. Loans can be checked against the Average Prime Offer Rate by visiting the following website: <https://www.ffiec.gov/ratespread/newcalc.aspx>
- Lending products should be fully amortizing 30-year fixed rate loans. While some buyers

may prefer shorter (e.g. 15 year) loans, the Recipient will only consider such loans on an exception basis if it determines that the buyer's payment is sustainable and that the use of a shorter-term product does not require additional CHIP assistance compared to a 30-year loan.

A mortgage with a term in excess of 30 years does not qualify as a "Qualified Mortgage" under the CFPB standards, so Recipients that wish to allow extended amortization periods may need to more carefully reconcile that with the first criteria in this section of this Policy.

- Loan products used must generally allow loan-to-value (LTV) ratios of at least 95%. While assisted buyers are not required to be approved for loan amounts equal to 95% of the purchase price, buyers who use more restrictive lending products (such as those limiting the LTV to 80%) will not receive CHIP assistance toward their purchase if they could otherwise afford the monthly payment on a larger loan. In short, buyers should obtain the largest loan they can reasonably afford, and DCA will not subsidize purchases more deeply to avoid mortgage insurance on higher LTV lending products.

#### **Subordination of CHIP-Funded Liens**

After providing assistance to eligible homebuyers, DCA has ongoing interests in the success of those buyers from the standpoint of both the CHIP program and as a local government concerned about the impact of foreclosures on its residents and neighborhoods. To help prevent future foreclosures and to protect the State's financial investment in assisted-units, subordination of CHIP funded liens to future refinancing by assisted buyers will only be considered under the following circumstances. (This policy will also apply to CHIP funded liens resulting from the homeowner rehabilitation programs.)

The new loan must be for one of the following purposes:

- To improve the rate and or term of the existing loan.

For purposes of this requirement, the new loan may allow the assisted homeowner to finance their closing costs without being considered cash out. Additionally, nominal cash back at closing of less than \$500 resulting from last-minute adjustments to payoff figures, closing costs, tax/insurance escrows and the like will not be considered "cash out."

- To take "cash out" through a refinancing transaction in order to complete needed repairs to the home.

Any cash out refinancing for rehabilitation to the property must result in a total loan-to-value ratio (including the CHIP loan) of 90% or less. The cash proceeds of the refinancing must be escrowed with the lender and disbursed directly to a contractor.

The proposed new loan must meet all requirements in the Primary Loan Expectations section above.

- The proposed new loan must be affordable to the assisted owner within the lending ratios contained in the Buyer Expectations section above. The assisted owner's income must be re-verified prior to the refinancing, and the current income must be used to determine debt to income ratios. In no case may the monthly payment on the new loan exceed the original monthly payment by more than 10%.

Note, while the assisted owner's income must be re-verified to evaluate the loan's affordability, if the owner's income has risen above 80% AMI there is no violation of HOME. After the project is complete, there is no ongoing expectation that buyers will necessarily always remain low income.

A Homebuyer Feasibility Analysis spreadsheet (CHIP Form CN-4), should be used at Pre-Set Up when there is a specific house but unknown buyer (Project Affordability Analysis Tool) and at Final Draw and Completion when there is both a known buyer and a known home (Final Buyer Underwriting).

## **Property Eligibility Requirements**

### **Purchase Price Limits**

HUD has issued new HOME Property Value Limits. In 24 CFR § 92.254(a)(2)(iii) of the HOME Final Rule published on July 24, 2013, HUD established new property value limits for homeownership activities. These new limits apply to all homeownership housing to which HOME funds are committed on or after August 23, 2013, and will remain in effect until HUD issues new limits.

§ 92.254(a)(2)(iii) is revised so that PJs are no longer permitted to use the FHA Single Family Mortgage Limit [known as the 203(b) limit] as a surrogate for 95% of area median purchase price, as was permitted in the pre-2013 Rule.

This change was necessitated by statutory changes to the 203(b) statute, which, over time, increased the FHA Section 203(b) floor. With these increases, the 203(b) limits became a less reliable surrogate for 95% of area median purchase price. The HOME program statute requires that no housing have a purchase price or after-rehabilitation value that exceeds 95% of area median purchase price, in order to ensure that HOME-assisted housing is modest and non-luxury.

In the 2013 Rule, § 92.254(a)(2)(iii) is amended to eliminate the use of 203(b) limit and to change the methods for determining 95% of area median purchase price. HUD will determine and issue limits that represent 95% of the area median purchase price separately for newly constructed and existing single family housing units.

The new HOME Rule requires the State to evaluate the property value of a unit assisted based on whether the unit is considered "existing" or "new construction". HUD has determined the values of each for all counties in Georgia based upon prior years' sales data for each type of housing.

The most current HOME Property Value Limits can be found on HUD's website at:

<https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>

### **Property Standards**

CHIP-funded properties must meet certain property standards. At minimum, all units must meet HUD's Uniform Physical Condition Standards (UPCS). However, the HOME regulation also requires that all housing that is rehabilitated or financed with HOME funds must meet all applicable local codes (including state codes), rehabilitation standards, ordinances, and zoning ordinances at the time of project completion.

### **Mandatory Residential Construction Codes**

The State of Georgia has mandatory residential construction codes that are applicable to CHIP and that must be adhered to regardless of whether or not the Recipient enforces the codes. There are no exceptions to meeting these requirements for construction of CHIP-assisted homes.

These mandatory codes are as follows (the latest edition as adopted and amended by DCA):

- Georgia State Minimum Standard Building Code (International Building Code)
- Georgia State Minimum Standard One- and Two Family Dwelling Code (International Residential Code for One- and Two-Family Dwellings)
- Georgia State Minimum Standard Fire Code (International Fire Code)
- Georgia State Minimum Standard Plumbing Code (International Plumbing Code)
- Georgia State Minimum Standard Mechanical Code (International Mechanical Code)
- Georgia State Minimum Standard Gas Code (International Fuel Gas Code)
- Georgia State Minimum Standard Electrical Code (National Electrical Code)
- Georgia State Minimum Standard Energy Code (International Energy Conservation Code)

The permissive codes are as follows (the latest edition as adopted and amended by DCA):

- International Property Maintenance Code
- International Existing Building Code
- Residential Green Building Standard
- International Swimming Pool and Spa Code

As noted above, the building, one and two family dwelling, fire, plumbing, mechanical, gas, electrical and energy codes are mandatory codes, meaning that under Georgia law, any structure built in Georgia must comply with these codes whether or not the Recipient chooses to locally enforce these codes.

### **Administration and Enforcement of the State Minimum Standard Codes**

In order to properly administer and enforce the state minimum standard codes, Recipients must adopt reasonable administrative provisions. The power to adopt these administrative procedures is set forth in O.C.G.A. Section 8-2-26(a)(1). These provisions should include procedural requirements for the enforcement of the codes, provisions for hearings, provisions for appeals from decisions of local inspectors, and any other procedures necessary for the proper local administration and enforcement of the state minimum standard codes.



These powers include:

- Inspecting buildings and other structures to ensure compliance with the code;
- Employing inspectors and other personnel necessary for the proper enforcement of codes;
- Requiring permits and the establishment of charges for said permits; and
- Contracting with other Recipients for code enforcement.

DCA periodically reviews, amends and/or updates the state minimum standard codes. If a Recipient chooses to locally enforce any of these codes, it must enforce the latest editions and the amendments adopted by DCA.

DCA has developed a sample resolution/ordinance that may be used as a guide for Recipients in the development of their administrative procedures. Please contact DCA for a copy of this sample resolution/ordinance and for any technical assistance needed in the development of a local code enforcement program.

#### Appendices

It should be noted that The Uniform Codes Act states that the appendices of the codes are not enforceable unless referenced in the body of the code, adopted by DCA, or specifically adopted by a municipality or county. If any appendices have been adopted by DCA, they will be noted in the Georgia amendments to the base code. Georgia Amendments to all of the codes listed can be found at <https://www.dca.ga.gov/local-government-assistance/construction-codes-industrialized-buildings/construction-codes>

Please contact the Office of Construction Codes and Industrialized Buildings of Georgia for more information concerning these amendments.

#### Architectural Standards

In accordance with requirements established by the federal government at 24 CFR 92.251 for the proper operation of the CHIP Program, DCA has established these Architectural Standards. All projects receiving CHIP funds from DCA for the purpose of building new property and rehabilitating existing property must meet or exceed these Architectural Standards. Incorporation of these minimum standards into all work scopes which control the level of construction to be performed on all properties is required. These standards have incorporated all State and local building codes, State energy codes and the HUD housing quality standards, and, in many cases, DCA requirements exceed the referenced State and Federal Requirements.

The CHIP Program requires that all units funded under the program meet the applicable Federal and State Accessibility standards as well as all DCA accessibility requirements. This includes the requirements of Section 504 of the Rehabilitation Act of 1973 as well as those visitability improvements identified in O.C.G.A. 8-3-172 within all units receiving CHIP assistance to the extent compatible with the rehabilitation work. (i.e. if code related improvements affect an entrance to the property, bathroom door or other applicable item, the improvement will incorporate work necessary to meet visitability requirements). Recipients must document why any visitability improvements required by this law were not incorporated into the assisted improvements for each home.

All units that will be reconstructed must be re-built to conform to the requirements of O.C.G.A. 8-3-172.

These Architectural Standards do not have the effects of replacing local codes or minimum property standards. All properties must meet or exceed applicable local codes and property standards. With the exception of off-site development costs, measures required to address local codes and property standards are eligible construction costs for properties receiving CHIP funds.

These Architectural Standards are applicable to new construction, reconstruction and rehabilitation construction. New construction, reconstruction and rehabilitation construction are governed by all local and state building codes and requirements.

Building Permits are required for all units to be funded under the CHIP Program, if building permits are issued in the community. Proof of inspections and approvals by local officials will be required prior to the loan closing for the purchase of a unit by an eligible home buyer.

Final determination as to a recipient's compliance with the Architectural Standards rests solely with DCA.

#### General Standards for all Properties

1. Drawings and Specifications-The architectural drawings and specifications must be in compliance with the Livability Standards found in HUD's Minimum Property Standards 4910.1 (1984). These are the minimum standards. Where DCA or local standards are higher, the higher standards will prevail. All Federal, State, and Local codes must be met, including all applicable Building and Fire Codes, applicable Federal and State Accessibility laws and requirements, Georgia Energy Code, and any other applicable requirements. In every case, the most restrictive requirement will prevail.
2. Contract Drawings-The contract drawings should be complete clear and consistent in order to minimize construction problems, schedule delays, discrepancies in documentation and cost overruns, all of which affect the overall construction process.
3. Exterior Construction Materials-All construction materials must be appropriate for lifecycle cost and ease of maintenance. All materials are to be installed according to manufacturer specifications using acceptable methods and materials that will result in the issuance of a manufacturer's guarantee. All materials must bear the label of an industry accepted testing or certification agency. Preference must be given to materials that represent low maintenance and longevity over the life of the property. Any major component of a rehabilitation project with less than five (5) years expected useful life remaining shall be replaced. Specific exterior construction material requirements are listed below:
  - a. Roofing: DCA requires a minimum warranty of twenty (20) years for all pitched roofs that must be verified by the manufacturer. Note: flat roofs are not permitted in any construction. Gutters and downspouts are mandatory for all construction on all buildings.

- b. Vinyl Siding: DCA requires commercial grade siding with a minimum thickness of .044 and with a 15-year warranty to be verified by the manufacturer.
- c. Manufactured Siding: Siding must be 7/16" nominal thickness or equivalent with a 20-year warranty. The warranty must be verified by the manufacturer.
- d. Wood Siding: Cedar or redwood in random lengths of 4'-0" or greater is acceptable. Any other wood siding product must be approved by DCA prior to order and installation. The warranty must be verified by the manufacturer.
- e. Dryvit: The installation of dryvit, or similar products, must include protection of finish in high traffic areas and must be approved by DCA.
- f. Stucco: Hard stucco may be used in some instances, but must be approved in advance of by DCA.
- g. Soffits & Fascias: Consideration should be given to prefinished or low maintenance finishes to all fascias and soffits. Gutters and downspouts are mandatory for all construction and on all buildings.
- h. Exterior Doors and Windows: Exterior doors must be 1¾" metal insulated or solid core wood, 20 minute rated door. Windows must have insulated glass and meet Georgia Energy Standards.

#### Visitability Requirements

All construction activities must meet all of the following visitability requirements of OCGA 8-3-172:

- a. One No Step Entry through 36 inch door;
- b. On first floor:
  - 1. Each interior door is at least a standard 32 inch door, unless the door provides access only to a closet of less than 15 square feet in area;
  - 2. Each hallway has a width of at least 36 inches and is level, with ramped or beveled changes at each door threshold;
  - 3. Each bathroom wall is reinforced for potential installation of grab bars;
  - 4. Each electrical panel or breaker box (located inside on first floor), light switch, or thermostat is not higher than 48 inches above the floor; and
  - 5. Each electrical plug or other receptacle is at least 15 inches above the floor.

#### Single Family Development Architectural Submittal Instructions

These instructions are established as an aid to the Recipient, detailing the necessary submissions, cost controls, scheduling, approvals and procedures to be used during the development of the proposed housing units. Disciplined adherence to these requirements, together with periodic consultation with DCA staff, is essential to ensure that scheduling deadlines are met and that a

high quality project will result. All submittals are required to be on the most current standard forms issued by the American Institute of Architects (AIA).

Summary of Submittal Requirements:

- a. Location/vicinity map of each unit site within the community.
- b. Conceptual Site Development Plan of each site should include:
  - Easements existing on the property must be indicated on the plan. (Information should be compiled from public records and other appropriate sources).
  - Wetlands and Floodplains. Applicant must submit maps and/or documentation from a qualified third party certifying that the eligible site is not located within a floodplain/wetland. Sites located within a floodplain/wetland area are not eligible for CHIP assistance.
  - Existing single family housing unit(s) located within a flood plain is/are eligible. Flood insurance must be obtained and a certification from an Environmental Consultant that the unit is located within a flood hazard zone is due at the time of Application. (This information must be supported by the wetlands map, wetlands delineation report, and floodplain map submitted in the Environmental Screening Checklist).
  - Utilities (water, sanitary and storm sewers, electricity, gas and telephone) must be located on the plan and contact information included in the notes.
  - Use of all adjacent properties indicated both graphically and in written form.
  - All zoning setbacks and any other zoning restrictions for the subject property must be graphically indicated.
  - An indication of all structures, slabs, tanks and any other improvements existing on the property.
  - An indication of any other features physical or otherwise that would affect the development of the subject property.
  - The location of the proposed entrance access to the property and a layout of the unit, driveways, etc. must be indicated, and;
  - An indication of all areas of tree and vegetation to be preserved and those to be installed.
- c. Environmental Screening Checklist. (see **Environmental Review -Site Specific Environmental Review in Housing Rehabilitation Activities**)
- d. Phase I and II Reports (if applicable).
- e. Physical Needs Assessment for all existing improvements on the property.
- f. Color photographs of the property and adjacent surrounding properties and structures, with location map. Aerial photographs are desirable and should be submitted whenever they are available. (Black and white photographs are not acceptable).
- g. Any other documentation needed at DCA's sole discretion as requested.

## **Reconstruction Procedures**

The initial property inspection will be completed once a property has been identified for possible assistance in the program. The purpose of the inspection is to determine if the property is feasible for rehabilitation, determine code required improvements and estimate the total cost of the regular (non-lead) rehabilitation work. Refer to the Owner-occupied housing rehabilitation section of this manual concerning reconstruction for additional guidance.

A standard Housing Rehabilitation Inspection Form can be used in conducting inspections to ensure completeness and consistency in the inspection process. This form will record the work required to meet the minimum property standards.

A work write-up is a set of specifications which sets forth the work to be done and materials to be used plus a cost estimate. A Rehabilitation Feasibility Test Form will be completed and a separate work write-up will be done for the lead interim control requirements for the home after the testing is completed by the lead risk assessor. The scope of repairs will be clearly stated and specifications will be sufficiently detailed to form a basis for obtaining bids from contractors. Generally, if it is determined that the hard cost of rehabilitation of a property is greater than \$25,000 and the expenditure of funds is not justified, a determination of economic unfeasibility will be made. Although this determination must be based on a strong element of subjective judgment, certain relative objectives threshold criteria must also be applied. In the event that it is determined the property is not economically feasible for rehabilitation, another property must be identified for the program. If any HRSHD acquisition funds were used to acquire the property, these must be supplanted with other non-HOME funds by the Recipient or Developer as the site is not feasible for a HOME project to be completed.

### **Bidding Procedures**

All contractor bids will be obtained through an “open, free competitive bidding” that is in compliance with 24 CFR 85.36(b) (8), which states contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. No sole source procurement will be allowed for any CHIP funded activities.

The Recipient must require that the Developer make efforts to notify the contractor community of the potential to bid. Solicitations from a minimum of three qualified contractors must be sought and no contract may be awarded for a project in which less than two bidders submitted proposals. A Bid Control Sheet will be used to document bids submitted and will include signatures documenting all who attended the bid opening. This sheet will be placed in the project file.

The Developer, under the auspices of the Recipient, will review all bids for responsiveness, accuracy, and reasonableness, record findings on Bid Control Sheet, and prepare a Bid Summary. The Bid Summary will compare each bid to the cost estimate. Bids will be considered reasonable if they are within 10% of the cost estimate. If the bids are not within 10% of the estimate, the Recipient will determine if the discrepancy is justified based on a careful review of the cost of individual work items.

The bid selected should reflect the lowest responsible bid complying with all program requirements, provided such bid is reasonable and in the best interest of the project.

## **Contractor Qualifications**

Only those contractors who have submitted a complete application to the Recipient or Developer and have received approval from the Recipient or Developer shall be eligible to perform work under this program. Prior to issuing a notice to proceed to any contractor, the Recipient will search the Excluded Parties List System (EPLS) to confirm that the contractor has not been debarred from performing work in the State of Georgia. This list can be found at: <https://www.epls.gov/>

Upon clearance, a bid award will be provided to the selected contractor.

### Eligible Contractor Requirements

All Contractors will have to provide:

- State Certified License
- Certificate of Insurance
- Model Accredited Renovator Certification
- Pass the State Clearance Process

In addition to the aforementioned, Lead Contractors have to Provide:

- Lead Certification
- Lead Abatement Certification

Criteria for selecting a contractor can include, but is not limited to:

- Quality of workmanship and response time on warranty work based on three references;
- Paying of material dealers and suppliers in a timely fashion based on references;
- Paying of sub-contractors in a timely fashion based on references;
- Adequate and valid insurance; etc.

### Ineligible Contractor Requirements

The Recipient or Developer 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 Recipient or Developer.
2. Failure to maintain REQUIRED insurance.
3. Failure to pay sub-contractors and/or material dealers.
4. Failure to respond to grievances from past customers.
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.

All applicable state and federal regulations, equal opportunity provisions (including Section 3), conflicts of interest, etc. are incorporated into all construction contracts for housing rehabilitation to ensure that all housing goals and objectives are met.

## **Recipient and Contractors Terms and Conditions**

### Dates

The Recipient and Developer will agree on the commencement date and the contractor will be given an appropriate time period to complete the project. In the event of inclement weather or other conditions beyond the contractor's control, he/she will be given extra days equal to the actual time lost. If there are change orders or amendments to the original contract, the contractor will be given additional time to accomplish the changes. This additional time and cost will be agreed upon by the contractor, Developer, and the Recipient. If the contractor fails to complete the project within the allotted time, he will be penalized for the agreed upon amount as per the contract for each calendar day he exceeds the agreed upon completion date.

### Draws

There is no limit to the number of draws allowed for each project. However, the minimum draw amount request that DCA will process is \$10,000. All final payments will be contingent on the approval of the final inspection made by the Recipient and the Developer. DCA will withhold a 10% retainage from each payment until 30 days following satisfactory completion of the project.

### Owner Satisfaction

The Developer must sign an Owner's Satisfaction Statement certifying that they are satisfied with the rehabilitation work each time a request for payment is submitted by the contractor and prior to any payment being issued to the contractor. In addition to the signed satisfaction statement by the Developer for a partial or full payment to the contractor, the releases of liens must be obtained from the general contractor and all sub-contractors prior to releasing any payments.

No payment made under the contract shall act as a waiver for the right of the owner to require the fulfillment of all terms of the contract.

## **Inspections**

### Interim Property Inspection:

The Recipient will perform interim inspections during the course of the construction work. At a minimum, the Recipient will perform two (2) interim inspections to ensure that the funds are used for eligible purposes and the work is being completed in accordance with the New Construction or Rehabilitation Standards. Inspections will be conducted in the presence of the Developer and

contractor, whenever possible, so that any problems can be identified, discussed and resolutions developed.

The Recipient will inspect the job each time a request for payment is submitted to ensure all work for which payment is being requested is complete. The number of allowable draws for each job will be identified in the construction contract. If only one final payment is allowed by the contract, the Recipient will perform two progress inspections during the course of the job.

If the job is complicated or problems arise with any of the parties involved, or if unforeseen conditions arise, the Recipient will make additional inspections as necessary to resolve issues or prevent serious problems.

**Final Inspection:**

Final inspections will be conducted by qualified staff of the Recipient at the request of the contractor. Prior to the final inspection, the contractor must submit documentation that all required inspections per permit, have been completed and signed off by the appropriate building official.

The work write-up and all of the change orders will be used as a checklist to ensure completion of all work items and compliance with Written Rehabilitation Specifications. A “punch” list will be given to the contractor identifying any remaining work items. Upon satisfactory completion of the “punch” list items, the Recipient will prepare the Certificate of Final Inspection.

After the final inspection has occurred and the releases of liens have been obtained, the Certificate of Final Inspection is executed, and applicable warranties and contacts are given to the homeowner, the owner can authorize final disbursement funds, by signing the statement of satisfaction. The Recipient may then request the final payment for the contractor.

## **Change Orders**

Should unforeseen conditions arise that could not be detected in the original scope of work, a change order must be completed per the process below. Unforeseen conditions might include a collapsed wall, rotted wood that was undetected, unavailability of materials due to matters beyond reasonable control, or unforeseen termite damage. While it is sometimes impossible to detect every hidden code or property standard violation at the inspection completed prior to construction, simply failing to include an otherwise noticeable work item on the original bid is not generally allowed to be addressed after construction begins. Additionally, contractor error in estimating the project or doing the work is not typically allowed in a change order if the result is an increase in the cost of the job. If a need for a change order should arise and additional time is needed, the contractor will be given additional time to accomplish the changes. This additional time and cost will be agreed and approved by the signatures of the contractor, Developer, and the Recipient.

The staff of the Recipient shall inspect the property upon request and, if warranted, prepare an itemized list of work to be performed or modification on a Change Order form describing in detail, as in the work write-up. Justification for added or deleted items will need to be described in detail. The contractor will price each item as requested on the Change Order form and return it to the



Recipient for review. The Recipient will then determine if the figures are justified by comparison to the Local Cost Index and if so, send the request in to DCA for approval. When approved by DCA, the Change Order form will be executed by the Developer, contractor and Recipient, and will become a part of the contract.

## **Appeals and Disputes**

The Recipient will administrate the following appeal procedure to settle any disputes that may arise between the Developer and the contractor. If an Arbitration board/committee has been appointed by the county/city, a mandatory arbitration using the Construction Industry Rules of the America Arbitration Association must be held.

If an Arbitration board/committee does not exist, grievances between the property owners and the contractor must be filed in writing to the Local Official/Authorized Official within five (5) business days of the incident. The Local Official/Authorized Official will have ten (10) business days to inform both parties of his/her decision. The decision of the Local Official/Authorized Official shall be final and conclusive.

Per this policy, all persons submitting an application for assistance and receiving CHIP assistance within the project activity location has the right to appeal any and all decisions for assistance and any types of assistance for which they may be eligible.

## **Compliance Monitoring and Recapture Provisions**

In its capacity as a Recipient of DCA that has been chosen to administer a portion of the State's HOME program, the Recipient has primary responsibility for monitoring activities to ensure compliance with all HOME requirements throughout the period of affordability.

For homeownership activities, this requires the Recipient to document that the homebuyer has continued to maintain the HOME unit as their principal place of residence throughout the period of affordability as spelled out in their loan documents. In addition to monitoring ownership through property tax records, the Recipient must send out DO NOT FORWARD letters to all homebuyers annually through the U.S. mail and maintain these in the project files. If any are returned, the Recipient must investigate to see if the homeowner is continuing to satisfy this requirement and document its findings in the project file. The Recipient should also be listed as a mortgagee on homeowner's insurance documents so that it is notified if this insurance lapses. If the homeowner or another immediate family member no longer occupies the home, a portion of the total HOME subsidy must be recaptured or returned to GHFA.

All recaptured CHIP funds will be returned to DCA for return to the U.S. Treasury. This provision will also be in the Loan Agreement, Promissory Note, and Deed to Secure Debt.

## **Project Closeout**

The Recipient will submit a Project Completion Report to DCA along with the final request for project reimbursement. DCA will provide a notice of project completion. The date of this notice is the beginning date of the affordability period of the loan.

Within thirty (30) days of payment of all CHIP-funded costs (with the exception of audit costs and any unsettled third-party claims), the Recipient will inform DCA that the CHIP Program is ready for close-out and the date of the next scheduled annual audit review.

The following will be performed by DCA:

1. DCA will conduct a review to ensure that any monitoring findings are resolved, and that any excess grant funds have been refunded. DCA will also verify that the accomplishments projected in the application have been satisfactorily met.
2. After review and final resolution of any findings, DCA will notify the Recipient or Recipient of the grant's conditional close-out pending receipt of an acceptable final audit.
- 3.

## **Record Retention**

CHIP program records will be kept for a minimum of five (5) years after the program close-out or five (5) years after the termination of all applicable periods of affordability, written agreements, and loan terms, whichever is longer. All program records will be stored in an acceptable record storage facility during the required retention period.

Records pertaining to any litigation, claim negotiation, or audit, monitoring, inspection, or other action, which may have started before the expiration of the required record retention period, will be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

## **Program Income Policies and Procedures**

Recipients using CHIP to develop homes may retain the net proceeds, or Program Income, from the sale of the properties, to fund additional HOME-eligible activities to assist income eligible homebuyers and homeowners. These activities may include developing affordable homes to sell to income-eligible homebuyers, down payment assistance, and owner-occupied housing rehabilitation. This policy explains the requirements for the use of Program Income

### **Program Income Definition:**

HOME Program Income is defined in the Definitions section of the HOME Final Rule at 24 CFR 92.2. Program Income means gross income received by the participating jurisdiction, sub-recipient

or State recipient which is directly generated from the use of HOME funds (including HOME Program Income) and matching contributions. When Program Income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds or match used. Following is a list of examples. Please note that this is not an exclusive list.

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;
2. Gross income from the use or rental of real property, owned by the participating jurisdiction, State recipient, or a sub-recipient, that was acquired, rehabilitated, or constructed with HOME funds or matching contributions, less costs incidental to generation of the income (Note: rental income from property owned by entities other than the participating jurisdiction, a State recipient or a sub-recipient does not constitute Program Income);
3. Payments of principal and interest on loans made using HOME funds or matching contributions;
4. Proceeds from the sale of loans made with HOME funds or matching contributions;
5. Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions;
6. Interest earned on Program Income pending its disposition; and
7. Any other interest or return on the investment permitted under §92.205(b) of HOME funds or matching contributions. (Note: this does not include recaptured funds, repayments or CHDO proceeds).

### **DCA CHIP State Recipient and Sub-Recipient Program Income Requirements**

Recipients are required to complete a Program Income Plan for the use of CHIP proceeds. This plan must be approved by DCA staff. Recipients will submit a Program Income Report quarterly to report on the use of Program Income until the Program Income is expended. Additionally, program income should be deposited into a separate account. This account may be interest-bearing and the interest is also considered Program Income. **If the Recipient does not use the Program Income within two (2) years from the receipt of the CHIP proceeds, DCA may request the funds to be returned.**

Recipients must follow the same HOME rules when spending Program Income as were required with the original CHIP grant including income eligibility, affordability periods, environmental reviews, lead paint, and all other laws and statues required by the HUD HOME Program. When a Recipient combines Program Income and CHIP grant funds into a project, the Program Income must be spent first.

The submission approvals (i.e. the CHIP pre-setup, setup, and completion approvals) are not required. Recipients will be responsible for maintaining records required by the HUD HOME Program and to make these records available to DCA and HUD for review if necessary. DCA may request the Program Income to be paid back if the Recipient is not in compliance with these regulations. DCA staff will provide technical assistance and review documents to ensure that Recipients are in compliance with the regulations.

## CHIP Forms Checklists

### For All Projects:

<input type="checkbox"/>	Authorized Signature Card (CA-1)
<input type="checkbox"/>	Project Drawdown Form (CA-2) Must attach invoices, approval of work completed
<input type="checkbox"/>	Signature Card for Program Policy and Activity Documents (CA-9)

### Housing Rehabilitation Activity Checklists:

#### Pre Set Up

<input type="checkbox"/>	Site Specific Environmental Review
<input type="checkbox"/>	Lead-Based Paint Visual Assessment (if unit was built prior to 1978)
<input type="checkbox"/>	Pre Set Up form (CA-3)
<input type="checkbox"/>	Income Verification Form (CC-8)
<input type="checkbox"/>	Certification to Use Unit as Principal Residence (CC-7)
<input type="checkbox"/>	Declaration of Citizenship Status (CC-3 and, if applicable, CC-4)
<input type="checkbox"/>	Certification as to Conflict of Interest (CC-6)
<input type="checkbox"/>	Copy of Existing Warranty Deed
<input type="checkbox"/>	Current market value of the property
<input type="checkbox"/>	Proof of Year of Construction of Housing Unit: (tax record, appraisal, builder's deed, historic survey, Sanborn fire insurance map, other legal documentation)
<input type="checkbox"/>	Initial Scope of Work Write-Up for Non-Lead Costs
<input type="checkbox"/>	Work Scope of Work Write-Up for Lead Costs (if unit was built prior to 1978)
<input type="checkbox"/>	Pictures of housing unit demonstrating need for work to be performed

#### Set Up

<input type="checkbox"/>	Homeowner Rehabilitation Assistance Activity Set-Up Form (CA-4)
<input type="checkbox"/>	Loan Agreement (CL-3)
<input type="checkbox"/>	Promissory Note (CL-4R)
<input type="checkbox"/>	Homeowner Rehabilitation Assistance Deed to Secure Debt (CL-1)
<input type="checkbox"/>	Notice of Commencement
<input type="checkbox"/>	Notice of Right of Rescission
<input type="checkbox"/>	Contract between Homeowner and Contractor
<input type="checkbox"/>	Addendum to Construction Contract (CRA-10)
<input type="checkbox"/>	Contractor's Work Write Up
<input type="checkbox"/>	Proof of Contractor Clearance (no debarments)
<input type="checkbox"/>	Proof of Lead Renovator Certification (if applicable)
<input type="checkbox"/>	Georgia Security and Immigration Compliance Act of 2006 (CC-2)

### Final Draw and Completion

<input type="checkbox"/>	Project Drawdown Request Form (CA-2) with invoices
<input type="checkbox"/>	Homeowner Rehabilitation Completion Form (CA-5)
<input type="checkbox"/>	Contractor & Sub-Contractor Information Form (CR-2)
<input type="checkbox"/>	Contractor & Sub-Contractor Activity (CR-3)
<input type="checkbox"/>	Section 3 Report (CC1)
<input type="checkbox"/>	Match Contribution Form (CC-9) if applicable
<input type="checkbox"/>	Final Schedule of Work Completed
<input type="checkbox"/>	State Sub-Recipient and Homeowner Agreement
<input type="checkbox"/>	Final Lien Wavers
<input type="checkbox"/>	Certification of Final Inspection (CR-9)
<input type="checkbox"/>	Final Rehab Photos
<input type="checkbox"/>	Final Owner's Satisfaction Statement
<input type="checkbox"/>	Contractor's Certification of Completed Work
<input type="checkbox"/>	Homeowner's Insurance

### Housing New Construction and Rehabilitation of Vacant Homes for Sale to Eligible Homebuyers Checklists:

#### Pre Set Up

<input type="checkbox"/>	New Construction Activity Pre Set-up form
<input type="checkbox"/>	Proposed project timeline from present through unit occupancy
<input type="checkbox"/>	Total project budget including a breakout of developer fees and project delivery costs
<input type="checkbox"/>	Copy of Existing Warranty Deed
<input type="checkbox"/>	Current market value of the property
<input type="checkbox"/>	Homebuyer Underwriting Feasibility Tool, Part C: Project Affordability Analysis Known House (CN-4)
<input type="checkbox"/>	Tier 2 Site Specific Environmental Screening Checklist with required documentation
<input type="checkbox"/>	Copies of floor plans, elevations, and site plans

#### Set Up

<input type="checkbox"/>	New Construction Activity Set-Up and Completion Form (CN-2)
<input type="checkbox"/>	Agreement between State Recipient and Developer
<input type="checkbox"/>	Documentation of the Procurement Process Including Copies of the Following:
	Notice to Potential Bidders about the Project
	Bid Summary Sheet that Compares each Bid to the Cost Estimate
	Bid Control Sheet that Documents Summaries of each Bid Received and Includes Signatures of Those that Attended the Bid Opening
<input type="checkbox"/>	Contract Between the Develop and Contractor
<input type="checkbox"/>	Contractor's Write-Up
<input type="checkbox"/>	Notice of Commencement

<input type="checkbox"/>	Addendum to Construction Contract (CR-A10)
<input type="checkbox"/>	Proof of Contractor Clearance
<input type="checkbox"/>	Proof of Lead Renovator Certification, if Applicable
<input type="checkbox"/>	Georgia Security and Immigration Compliance Act of 2006 (CC-2)
<input type="checkbox"/>	Davis-Bacon Wage Rates, if Applicable

**Final Draw and Completion:**

<input type="checkbox"/>	Project Drawdown Request Form (CA-2) with invoices
<input type="checkbox"/>	Activity Set-Up and Completion Form (CN-2)
<input type="checkbox"/>	Contractor and Subcontractor Information Form (CR-2)
<input type="checkbox"/>	Contract and Subcontract Activity Report (CR-3)
<input type="checkbox"/>	Section 3 Report (CC-1)
<input type="checkbox"/>	Davis Bacon certified payrolls
<input type="checkbox"/>	Documentation of HOME Match Contribution (CC-9)
<input type="checkbox"/>	Contractor Certification of Work (CR-5)
<input type="checkbox"/>	Certificate of Occupancy from Local Code Official
<input type="checkbox"/>	Final Schedule of Work Completed Compared to the Construction Contract
<input type="checkbox"/>	Final Lien Waivers
<input type="checkbox"/>	Pictures Documenting Completed Work Activity
<input type="checkbox"/>	Homeowner Income Eligibility Form (CC-8)
<input type="checkbox"/>	Citizenship Form (CC-3 and CC-4)
<input type="checkbox"/>	Conflict of Interest (CC-6)
<input type="checkbox"/>	Use as Primary Residence (CC-7)
<input type="checkbox"/>	Homebuyer Underwriting Feasibility Tool, Part B: Final Buyer Underwriting (CN-4)
<input type="checkbox"/>	Deed to Secure Debt Executed Between the Recipient and Home Buyer (CL-A11)
<input type="checkbox"/>	Loan Agreement (CL-A12)
<input type="checkbox"/>	Promissory Note (CL-AD)
<input type="checkbox"/>	HOME Grant Agreement (CL-2)

**SECTION 2**  
**Expenditure Deadline and Close Out**

In accordance with the HOME Final Rule 24 CFR 92.205, all project funds associated with an eligible activity must be committed by a written agreement and entered into the Integrated and Disbursement and Information System (IDIS) of the U.S. Department of Housing and Urban Development (HUD) or any successor system mandated by HUD. The project must be completed within four (4) years of the date of commitment of funds.

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

**SECTION 3**  
**State Recipient Designation for the CHIP Program**

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

**SECTION 4**  
**Funding**

**Amount of Funding.** Subject to the terms and conditions set forth in this Agreement, GHFA agrees to provide up to \$400,000 of CHIP funds ("Project Funds") for eligible project-related costs. As set forth in Section 15, GHFA will disburse the funds over time, subject to DCA's approval of draw requests submitted by State Recipient in accordance with DCA's procedures.

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

**SECTION 5**  
**General Programmatic Responsibilities**

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

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

The State Recipient agrees to manage the day-to-day operations of its CHIP-funded program and to monitor all activities to assure compliance with all HOME Regulations, all requirements of the CHIP Application and related CHIP manuals and all other applicable federal, state and local laws and regulations. The State Recipient shall provide reports as deemed necessary and mandated

as applicable under federal regulations, to assure a proper accounting for all project funds, consistent with the requirements of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. CHIP will prescribe the report and delivery format for submission of such reports.

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

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

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

The State Recipient shall apply homebuyer program policies and underwriting tools in accordance with 24 CFR 92.254 (f), as applicable to the Program design. The State Recipient will comply with the requirements of the recapture provisions in accordance with 24 CFR 92.254. Additional guidance for recapture is provided in Section 7.

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

## **SECTION 6 Affordability**

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

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

## **SECTION 7 Program Income**

HOME program income is defined in the Definitions section of the HOME Final Rule at 24 CFR 92.2. The State Recipient agrees to return any program income generated by the expenditure of the CHIP funds as defined by HOME Final Rule and in accordance with the requirements set forth



in the DCA CHIP Program Income Policies and Procedures within the CHIP Administrative Manual.

**SECTION 8  
Recaptured Funds**

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

**SECTION 9  
Uniform Administrative Requirements**

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

**SECTION 10  
Georgia Security and Immigration Compliance Act  
O.C.G.A. §50-36-1**

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

**SECTION 11  
Illegal Immigration Reform and Enforcement Act of 2011  
O.C.G.A. §13-10-91**

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

**SECTION 12  
Prohibition on Immigration Sanctuary Policies by Local Governmental Entities  
O.C.G.A. § 36-80-23**

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

**SECTION 13**  
**Drug-Free Workplace**

The State Recipient hereby certifies as follows:

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

**SECTION 14**  
**Certification Regarding Sales and Use Tax**

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

**SECTION 15**  
**Project Requirements**

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

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

**SECTION 16**  
**Other Program Requirements**

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

The State Recipient acknowledges that this Agreement does not constitute a commitment of funds

or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt of a release of funds, as required, from DCA or the U.S. Department of Housing and Urban Development (HUD), under 24 CFR Part 58. Additionally, the State Recipient is prohibited from undertaking or committing any funds to physical or choice-limiting actions.

### **SECTION 17 Affirmative Marketing**

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

### **SECTION 18 Requests for Disbursement of Funds**

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

### **SECTION 19 The Federal Funding Accountability and Transparency Act of 2006**

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

### **SECTION 20 Language Access Plan**

Title VI of the Civil Rights Act of 1964 and Executive Order 13166 require that the State Recipient employ timely and reasonable measures to provide Limited English Proficient (LEP) persons in its community with a meaningful opportunity to participate in the benefits of CHIP-funded program activities. In furtherance of this objective, State Recipient agrees that pursuant to a schedule that will be provided by DCA, State Recipient will 1) conduct a four-factor analysis endorsed by HUD to make an overall assessment of its LEP individuals, 2) develop and submit a Language Access Plan (LAP) that must be approved by DCA, and 3) provide appropriate language assistance to LEP persons in delivering CHIP funded program benefits through the execution of its approved LAP.

### **SECTION 21 Reports and Records**

The State Recipient acknowledges that DCA must satisfy certain recordkeeping and reporting requirements under the HOME Regulations. The State Recipient shall maintain all records related to the Project Funds in accordance with the requirements of 24 CFR §92.508 of the HOME Final rule and related CHIP manuals. The State Recipient shall maintain such records accurately and consistently. Said books, records and accounts shall be separate from any general accounting records which the State Recipient may maintain in connection with the State Recipient's general business activities. State Recipient agrees that DCA, HUD, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any and all said books,

records and accounts of the State Recipient for whatever purposes. The State Recipient shall prepare all such reports required in the CHIP Administrative Manual or that may be required from time-to-time by DCA in sufficient detail so that DCA may meet its requirements. These reports will include, but are not limited to:

- a. A full description of each property assisted with CHIP Funds ("Eligible Property") assisted with Homeowner Rehabilitation Assistance, including the amount of the assistance;
- b. Documentation that after construction of each Eligible Property assisted by a Homeowner Rehabilitation activity the Eligible Property satisfies the Property Standards as set forth in 24 CFR 92.251;
- c. Documentation of the race, ethnicity, age, household size, and gender of all Borrowers;
- d. Documentation of income of all eligible members of the household;
- e. Documentation of the race, ethnicity, age, and gender of all principals of the businesses (general contractors and subcontractors) involved in the rehabilitation of any Eligible Property;
- f. Documentation of 95% after rehab value calculations;
- g. Documentation of loan documents and affordability periods;
- h. Documentation of compliance with the affirmative marketing plan as set forth in 24 CFR 92.351 and the MBE/WBE plan described in 24 CFR 92.351;
- i. Documentation demonstrating that each Eligible Property assisted is in compliance with The Lead Based Paint Poisoning Prevention Act, 42 U.S.C. §4821, et seq.(24 CFR 92.355);
- j. Documentation of performance with the State Recipient's Section 3 Plan and Section 3 of the Housing and Urban Redevelopment Act of 1968.
- k. Documentation that no general contractor and/or subcontractors who performed any portion of the rehabilitation of an Eligible Property were debarred or suspended as set forth in 24 CFR Parts 24 and 91;
- l. Documentation of the Grant's Environmental Assessment or Tier 1 and Tier 2 compliance with the National Environmental Protection Act and HOME Final Rule (24 CFR 92.352);
- m. Documentation as to whether or not flood insurance is part of a New Construction activity as set forth in the HOME Regulations and required CHIP manuals, and applicable documentation of said flood insurance;
- n. Documentation of compliance with the Georgia Security and Immigration Compliance Act as provided in O.C.G.A. §50-36-1and required CHIP manuals;

- o. Documentation as to whether or not flood insurance is part of a New Construction activity as set forth in the HOME Regulations and required CHIP manuals, and applicable documentation of said flood insurance;
- p. Documentation of compliance with the Georgia Security and Immigration Compliance Act as provided in O.C.G.A. §50-36-1 and required CHIP manuals;
- q. Documentation of compliance with the Illegal Immigration Reform and Enhancement Act of 2011 as provided in O.C.G.A. §13-10-91 and required CHIP manuals;
- r. Documentation of compliance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement;
- s. Documentation of compliance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities as provided in O.C.G.A. § 36-80-23
- t. Documentation of compliance with the Section 504 federal civil rights law under the Rehabilitation Act of 1973 and required CHIP manuals;
- u. Documentation of compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. and required CHIP manuals by preparing a timely Language Access Plan;
- v. Documentation of compliance with Title II of the Americans with Disabilities Act of 1990 (ADA) and required CHIP manuals;
- w. Documentation of compliance with Section 808(d) of the Fair Housing Act and required CHIP manuals.

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

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

## **SECTION 22**

### **Breaches and Remedies**

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

available to DCA in the event of a suspension or termination of this Agreement will survive such suspension or termination.

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

### **SECTION 23 Reversion of Assets**

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

### **SECTION 24 Other Agreements**

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

### **SECTION 25 Indemnification**

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

### **SECTION 26 Conflicts and Amendments**

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

**SECTION 27**  
**Additional Terms and Conditions**

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

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

Time is of the essence with this Agreement.

**SECTION 28**  
**Notices**

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

(a) Notices and communications to DCA:

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

(b) Notices and communications to the State Recipient:

To be filled in by the State Recipient:

Name: Bryan Wood

Title: Community Development Director

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

Phone number: 478-988-2714

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

## **SECTION 29**

### **Warranties, Representations and Certifications of the State Recipient**

- a. The State Recipient warrants that it is duly organized, validly existing and in good standing under the laws of the State of Georgia; that it has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with the HOME Regulations and the CHIP Administrative Manual, and all applicable federal and state laws and regulations; that a resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the State Recipient, authorizing the execution and delivery of this Agreement by the State Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of State Recipient; and that said acts were done in such a manner and form as to comply with all applicable laws to make this Agreement the valid, enforceable and legally binding act and agreement of State Recipient.
- b. The State Recipient warrants that there is no action, proceeding, or investigation now pending, nor any basis known or believed by State Recipient to exist for such an action, proceeding, or investigation, which: (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of State Recipient or which would materially and substantially impair the State Recipient's ability to perform any of the obligations imposed upon the State Recipient by this Agreement.
- c. State Recipient warrants and represents that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, suspension, declared ineligible, or voluntarily excluded from participation in this transaction or the DCA Program by any federal department or agency. State Recipient will also require each Eligible Borrower and selected contractor to certify that he or she is not currently debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction or by any other federal department or agency.
- d. State Recipient warrants and represents that:
  - (i) No federal appropriated funds have been paid or will be paid, by or on behalf of State Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Agreement, State Recipient shall complete and submit HUD Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



- (iii) State Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- e. State Recipient, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Agreement. State Recipient certifies that State Recipient is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
- f. All representations and warranties made under this Agreement shall be deemed to be made, and shall be true and correct, at and as of the Effective Date. All representations and warranties made under this Agreement shall survive the execution hereof.

**SECTION 30**  
**Entire Agreement**

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

*Signatures on the Following Page*

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

Approved as to form:

State  
Recipient: \_\_\_\_\_

Name: Randall Walker

Title: Mayor

Attest: \_\_\_\_\_

Name: Annie Warren

Title: City Clerk

Sworn to and subscribed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(NOTARY SEAL)

Georgia Housing and Finance Authority

By: \_\_\_\_\_

Name: Tommy Lowman

Title: Director, Housing Finance and  
Development Division

Attest: \_\_\_\_\_

Name: DaTonya Lewis

Title: CHIP Program Manager

Sworn to and subscribed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

(NOTARY SEAL)

**Georgia Department of Community Affairs  
2022 Community HOME Investment Program  
State Recipient Grant Agreement  
Appendix A**

<b>State Recipient Name:</b>	City of Perry	
<b>Grant Number:</b>	2022-110	
<b>Grant Term:</b>	September 1, 2022 – August 31, 2025	
<b>Approved Activities:</b>		
	<b>Yes</b>	<b>No</b>
Homeowner Rehabilitation Assistance Only:		
New Construction & Homeowner Rehabilitation Assistance:		
New Construction Only:		
<b>Approved Budget:</b>		
Homeowner Rehabilitation Assistance Project Funds:	\$400,000	
New Construction and/or Rehabilitation of Vacant Homes for Sale to Eligible Homebuyers Project Funds:		
<b>Total Award:</b>	\$400,000	
<b>Total Households to be Assisted:</b>		
Total Households To Receive Homeowner Rehabilitation Assistance:	<b>8</b>	households
Total Households to buy newly constructed homes:		households
<b>Assistance Structure- Homeowner Rehabilitation Assistance Activities:</b>		
Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Stick-built or Modular Housing:	\$1,000 - \$75,000	
Construction Project Delivery Cost Grant Limit:	Maximum of \$4,000	
Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$75,000 Less Project Delivery Costs	
Manufactured Housing Eligible in Program Design:	Yes or No	
Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Manufactured Housing:	\$1,000 - \$25,000	
Project Delivery Grant Limit for Manufactured Housing:	Maximum of \$2,000	
Deferred Payment Second Mortgage Loan Range for Manufactured Housing:	\$1,000 - \$25,000 Less Project Delivery Costs	
<b>Assistance Structure-New Construction Activities:</b>		
Developer's Fee	Maximum of 15% or \$40,000	
Homebuyer Subsidy	\$1,000-\$40,000	
Construction Project Delivery Cost Grant Limit:	Maximum of 5% per project	
<b>Additional Program Design Elements for New Construction Activities:</b>		
State Recipient will incorporate the use of energy audits in the assessment of all work completed.		
State Recipient will require the completion of visitability improvements identified in OCGA 8-3-172 within all units receiving assistance to the extent compatible with the rehabilitation work proposed.		

	Must meet HUD's Uniform Physical Conditions Standards (UPCS)
<b>Match:</b>	
	State Recipient does not propose a contribution of eligible HOME match to the program.
	State Recipient will generate a local contribution of match eligible under §92.220 of the Final HOME Rule in the amount of: 21,100

**Georgia Department of Community Affairs  
2022 Community HOME Investment Program  
State Recipient Grant Agreement  
Appendix B  
General Conditions**

<b>Grantee Name:</b>	<b>City of Perry</b>
<b>Grant Number:</b>	<b>2022-110</b>

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

Federal Requirements	<u>Approval Status</u>
1. In order to comply with the National Environmental Protection Act (NEPA) and clear this contract condition, the Recipient must have a cleared Tier 1 Broad Level Environmental Review completed. The Recipient may not initiate any work that will have a physical impact on any property to be served until completion of the Tier Two Site Specific Environmental Review is completed and approved by DCA staff on a project-by-project basis.	<i>Not Approved</i>
2. In compliance with 24 CFR 92.351 of the HOME Rule, the Recipient must make reasonable efforts to affirmatively further fair housing practices and must develop and adopt as part of their local CHIP policies and procedures an Affirmative Fair Housing Marketing Plan. DCA must approve the AFHMP.	<i>Not Approved</i>
3. In compliance with 24 CFR 92.351 of the HOME Rule, the Recipient must make reasonable efforts to encourage the use of minority and women owned business enterprises (MBE/WBE) and must adopt as part of their local CHIP policies and procedures an MBE/WBE Outreach Plan. The MBE/WBE Outreach Plan must be approved by DCA.	<i>Not Approved</i>
4. In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, the Recipient must take timely and reasonable steps to provide Limited English Proficient (LEP) persons with meaningful access to programs and activities funded by the federal government and awarded by DCA. The Recipient must provide a Language Access Plan (LAP) and DCA must approve the LAP.	<i>Not Approved</i>
5. A person is on staff or under contract that has a Lead-based Paint Visual Assessment Certificate.	<i>Not Approved</i>
6. The Recipient has adopted a plan for the recruitment of businesses and employees targeted under Section 3 of the Housing and Urban Development Act of 1968 and such plan has been approved by DCA.	<i>Not Approved</i>

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

**State of Georgia Requirements**

- |     |  |                     |
|-----|--|---------------------|
| 10. | In accordance with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91, which requires public entities that provide public benefits to report annually to DCA, the Recipient must be compliant with the reporting requirements of O.C.G.A. §13-10-91. | <i>Not Approved</i> |
| 11. | In accordance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23, the Recipient must be compliant with the requirements of O.C.G.A. § 36-80-23.  | <i>Not Approved</i> |
| 12. | In accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq, the Recipient must be complaint with the requirements of O.C.G.A. § 50-24-1 et seq throughout the duration of this Agreement;   | <i>Not Approved</i> |

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

- |     |   |                     |
|-----|---|---------------------|
| 13. | In accordance with State of Georgia Procurement Requirements as provided in O.C.G.A. 36-80-26, the Recipient must follow the procurement standards when entering into contracts for grant application submission and administration. Provide signed and | <i>Not Approved</i> |
|-----|---|---------------------|

dated DCA addendum to CHIP administrative Services Contract and evidence of compliance with procurement requirements Not applicable if the grantee is not contracting with a grant administrator

14. The Recipient has adopted the CHIP policies and procedures for homeowner rehabilitation and new construction designed by DCA in accordance with the requirements of the CHIP manuals, HUD, and other required federal & state regulations. The CHIP manual should be used in conjunction with your already accepted design based on your approved application. *Not Approved*
15. The Recipient has adopted written rehabilitation and new construction standards designed by DCA in accordance with the requirements of the CHIP manuals, HUD, and other required federal and state regulations. *Not Approved*
16. The grant term three years from September 1, 2022 through August 31, 2025. Attach a schedule of grant activities and completion deadline goals to fully complete each project by the August 31, 2025 deadline. Refer to Section 1, Duration and Contract Conditions, of the Agreement for required benchmarks that must be met. *Not Approved*

**RESOLUTION**

**ADOPTION OF THE GEORGIA STATUES POLICIES BY LOCAL  
GOVERNMENTAL ENTITIES**

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

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

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

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

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

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

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

Adopted by:

\_\_\_\_\_  
Signature of Executive Officer

\_\_\_\_\_  
Date

Randall Walker, Mayor

\_\_\_\_\_  
Printed Name of Executive Officer



## **GA STATUES**

**2010 Georgia Code**

**TITLE 50 - STATE GOVERNMENT**

**CHAPTER 24 - DRUG-FREE WORKPLACE**

**§ 50-24-3 - Contractors to provide drug-free workplace**

O.C.G.A. 50-24-3 (2010)

50-24-3. Contractors to provide drug-free workplace

(a) The principal representative of a state agency shall not enter into a contract with any contractor, other than an individual, unless the contractor certifies to the principal representative that:

(1) A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and

(2) Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

(b) A contractor may satisfy the requirement for providing a drug-free workplace for employees by:

(1) Publishing a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a drug-free awareness program to inform employees about:

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

(B) The contractor's policy of maintaining a drug-free workplace;

(C) Any available drug counseling, rehabilitation, and employee assistance program; and

(D) The penalties that may be imposed upon employees for drug abuse violations;

(3) Providing each employee with a copy of the statement provided for in paragraph (1) of this subsection;

(4) Notifying each employee in the statement provided for in paragraph (1) of this subsection that as a condition of employment, the employee shall:

(A) Abide by the terms of the statement; and

(B) Notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace within five days of the conviction;

(5) Notifying the contracting principal representative within ten days after receiving from an employee or a subcontractor a notice of conviction as provided under subparagraph (B) of paragraph (4) of this subsection or after otherwise receiving actual notice of such a conviction;

(6) Making a good faith effort on a continuing basis to provide a drug-free workplace for employees; and

(7) Requiring that such contractor include in any agreement or contract with a subcontractor a provision that such subcontractor will provide a drug-free workplace for his employees by complying with the provisions of paragraphs (1), (2), (3), (4), and (6) of this subsection and by notifying the contractor of any criminal drug statute conviction for a violation occurring in the workplace involving the subcontractor or its employees within five days of receiving notice of the conviction. The contractor will notify the contracting principal representative pursuant to paragraph (5) of this subsection

#### **Georgia Code**

#### **TITLE 36 - LOCAL GOVERNMENT**

#### **PROVISIONS - PROVISIONS APPLICABLE TO COUNTIES, MUNICIPAL CORPORATIONS, AND OTHER GOVERNMENTAL ENTITIES**

#### **CHAPTER 80 - GENERAL PROVISIONS**

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

O.C.G.A. 36-80-23 (2010)

36-80-23. Prohibition on immigration sanctuary policies by local governmental entities; certification of compliance.

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

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

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

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

defined in Code Section 16-4-10 or a terroristic act as that term is defined by Code Section 35-3-62.

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

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

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

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

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

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

## **2010 Georgia Code**

### **Title 13 - CONTRACTS**

#### **Chapter 10 - CONTRACTS FOR PUBLIC WORKS**

#### **E - 3. SECURITY AND IMMIGRATION COMPLIANCE**

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

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

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

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

instrumentalities may satisfy the requirement of this Code section by posting information required by this Code section on one website maintained and operated by the state.

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

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

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

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

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

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

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

(4) Contingent upon appropriation or approval of necessary funding and in order to verify compliance with the provisions of this subsection, each year the Commissioner shall conduct no fewer than 100 random audits of public employers and contractors. The

results of the audits shall be published on the [www.open.georgia.gov](http://www.open.georgia.gov) website and on the Georgia Department of Labor's website no later than December 31 of each year. The Georgia Department of Labor shall seek funding from the United States Secretary of Labor to the extent such funding is available.

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

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

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

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

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

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

**RESOLUTION**

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

**BE IT RESOLVED**, by the Recipient and it is hereby resolved by authority of same.

**WHEREAS, the City of Perry** (the "Recipient") has found it necessary to adopt policies and procedures and program design standards for the Community HOME Investment Program (CHIP) Grant Number 2022-110 and;

**WHEREAS**, the Recipient has adopted the Policies and Procedures for the CHIP Program administered by DCA in accordance with the requirements of the 2022 CHIP Agreement, CHIP Administrative Manual, US Department of Housing and Urban Development (HUD) and other required federal and state regulations.

**WHEREAS**, the CHIP Administrative Manual should be used in conjunction with that already accepted program design based on the City's approved 2022 application.

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

**THEREFORE BE IT FURTHER RESOLVED**, by the Recipient that they have adopted the Program Design and the Policies and Procedures included in the CHIP Administrative Manual that will be used to administer the CHIP program as set forth by the Georgia Department of Community Affairs for financial assistance pursuant to this 2022 CHIP Agreement.

Adopted by:

\_\_\_\_\_  
Signature of Executive Officer

\_\_\_\_\_  
Date

Randall Walker, Mayor  
Printed Name of Executive Officer

**RESOLUTION**

**ADOPTION OF COMMUNITY HOME INVESTMENT PROGRAM (CHIP)  
HOMEBUYER ELIGIBILITY AND PROPERTY VALUE LIMITS REQUIREMENTS FOR  
OWNER-OCCUPIED HOUSING REHABILITATION**

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

**WHEREAS**, the Recipient has found it necessary to adopt homeowner's eligibility requirements for the Community HOME Investment Program (CHIP) Grant Number 2022-110 and,

**WHEREAS**. The Recipient have established eligibility requirements as follows:

- Must be a single unit owner-occupied, stick built or modular housing unit [if allowed in the contract].
- Must be properly owned as per 24 CFR 92.254.
- Gross household income must be less than 80% of the average median income (AMI) for the county as established by HUD.
- Must be a homeowner in the described target area [Attach map]
- Must have and maintain fire insurance.
- Must have property taxes paid up to date.
- After rehabilitation property value limit not to exceed 95% of the median property values for the area as per 24 CFR 92.254.

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

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

Adopted by:

\_\_\_\_\_  
Signature of Executive Officer

\_\_\_\_\_  
Date

Randall Walker, Mayor  
Printed Name of Executive Officer

# DCA AFFIRMATIVE FAIR HOUSING MARKETING PLAN

COMPLETE FORM AND SUBMIT TO: DCA Community HOME Investment Program, 60 Executive Park South, N.E. Atlanta, GA 30329  
1. INTRODUCTION

Affirmative Fair Housing Marketing Regulations require that each applicant subject to these regulations carry out an affirmative program to attract prospective buyers or tenants of all minority groups and non minority groups to the housing that the applicant is providing regardless of race, color, religion, sex, national origin, disability or familiar status. The applicant shall describe on this form, the activities it proposes to carry out during advance marketing, where applicable, and the initial sales rent up period.

## 2. APPLICATION AND PROJECT IDENTIFICATION

<b>A. Applicant's Name:</b> City of Perry Address (City, State, & Zip Code) <b>P.O. Box 2030, Perry, Ga. 31069</b> Telephone Number (including area code) <b>478-988-2700</b>	<b>B. Project or Application Number</b> 2022-110 Number of Units <b>8</b> Price Range of Units: From \$ <u>1000.00</u> to \$ <u>75000.00</u>
Project Name: <b>Perry 2022 CHIP Program</b>	<b>D. For Multifamily Housing only:</b> Elderly _____ Non-elderly _____
<b>C. Location/Address (include: City, State, and Zip Code)</b> Various Housing units throughout the City County <b>Houston</b> Census Tract <b>Varies throughout city</b>	<b>E. Approximate Starting Dates</b> Advertising <b>7/1/2022</b> Occupancy <b>N/A</b>
	<b>F. Name of Managing Sales Agent</b> _____ Address (include: City, State, and Zip Code) _____

## 3. TYPE OF AFFIRMATIVE MARKETING PLAN

- Project plan     Annual Plan (for single family scattered site units)  
 Minority     White (non-minority) Area     Mixed Area (with 40 % minority residents)

## 4. DIRECTION OF MARKETING ACTIVITY

Indicate below which group(s) in the housing market area is/are least likely to apply for the housing because of its location and other factors without special outreach projects.

- White (non-Hispanic)     Black (non-Hispanic)     American Indian or Alaskan Native     Hispanic  
 Asian or Pacific Islander     Persons with Disabilities

## 5. MARKETING PROGRAM

### A. Commercial Media

Check the media to be used to advertise the availability of this housing:

- Newspaper(s)/Publications     Radio     TV     Billboard(s)     Other (specify) \_\_\_\_\_

Name of Newspaper, Radio or TV Station (1)	Racial/Ethnic Identification of Readers/Audience (2)	Size/Duration of Advertising (3)
The Houston Home Journal	40% African American/60% White	As needed throughout the life of the project

### B. Brochures, Signs and HUD's Fair Housing Poster

(1) Will brochures, leaflets, or handouts be used to advertise?  Yes     No. If yes, attach a copy or submit when available. (2) For project site sign: indicate sign size \_\_\_\_\_; Logotype size \_\_\_\_\_. Attach a photograph of project sign or submit when available. (3) HUD's Fair Housing Poster must be conspicuously displayed whenever sales/rentals and showings take place. Fair Housing Posters will be displayed in the  Sales Rental Offices(s);  Real Estate Office(s);  Model Unit(s)  Other specify) \_\_\_\_\_

### C. Community Contacts

To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups & organizations listed below that are located in the housing market area or SMSA. If more space is needed, attach an additional sheet. Notify DCA of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

Name of Group/Organization (1)	Racial/Ethnic Identification (2)	Approximate Date of Contact or Proposed Contact (3)	Person Contacted or to be Contacted (4)
Houston County Health Dept.	African American	7/1/22	Bryan Wood
City of Perry, City Hall	All	7/1/22	



**C. Community Contacts, continued**

Address & Telephone (5)	Method of Contacts (6)	Indicate the specific function Group/Organization will undertake in implementing the Marketing Program (7)
98 Cohen Walker Drive, Warner Robins, GA - 31088 478-218-2000	Phone	Phamlets/flyers placed at health department
1211 Washington St., Perry, Ga. 478-988-2757	Phone and in person	Phamlets/flyers placed at City Hall
		Persons inquiring about grant funds from different advertisements will contact Bryan Wood

**6. Future Marketing Activities**

Check the block(s) that best describe future marketing activities to fill vacancies as they occur after the project has been initially occupied.

- Newspapers/Publications   
  Radio   
  TV   
  Brochures/Leaflets/Handouts   
  Site Signs  
 Community Contacts   
  Others (specify)

**7. Experience and Staff Instructions**

Indicate any experience in marketing housing to the group(s) identifies as least likely to apply     Yes     No

Indicate training to be provided to staff on Federal, state and local fair housing laws and regulations, as well as this AFHM Plan. Attach a copy of the instructions to staff regarding fair housing.

**8. Additional Considerations**

We have accumulated a list of people since 2016 and we are still working on this list. If needed an advertisement will be done with newspaper ads.

By signing this form the applicant agrees, after appropriate consultation with DCA, to change any part of the plan covering a multifamily project to assure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations.

Signature of person submitting plan \_\_\_\_\_ Date \_\_\_\_\_

Name (type or print) Randall Walker, Mayor

Title and Company City of Perry

**FOR DCA's USE ONLY**

Approval by: Signature	Disapproval by: Signature
Name (type or print)	Name (type or print)
Title	Title
Date	Date

# MBE/WBE OUTREACH PLAN

## Minority/Women's business Enterprise HOME Program Policy Statement

City of Perry's minority and women's business enterprise outreach goal is to ensure the inclusion, to the maximum extent possible, of entities owned by minorities and women in DCA's HOME program in order to provide affordable housing authorized under the HOME program. Perry will carry out this policy through the MBE/WBE outreach procedures stated below.

## Minority and Women's Business Enterprises Outreach Procedures

The City of Perry has established procedures to encourage the use of minority and women's business enterprises (MBE/WBE) in HOME-assisted housing in accordance with the Home Investment Partnerships (HOME) Program. These procedures are intended to further the objectives of Executive Orders 11625, 12432 and 12138.

(a) Informing the public, owners and potential MBE/WBE about the MBE/WBE outreach policy/procedures

1. Perry will publish its Minority/Women's Business Enterprises Policy Statement in the newspaper of widest statewide circulation and other minority/women oriented newspapers of widest statewide circulation.
2. Perry will develop and maintain a solicitation list of certified MBE/WBE with capabilities, services, supplies and/or products which are related to housing development, whenever financially feasible. The services and assistance of the Minority Business Development Agency of the U.S. Department of Commerce and other appropriate federal and state agencies will be sought in accomplishing this task.

(b) MBE/WBE participation in the HOME programs

1. To the maximum extent possible, MBE/WBE will be included in all contracts which Perry enters related to the provision of affordable housing under the HOME program to the maximum extent possible.
2. When economically feasible, Perry will divide total requirements into small tasks and quantities to permit the maximum participation by MBE/WBE.
3. When economically feasible, Perry will establish delivery schedules which encourage MBE/WBE participation in HOME programs.

\_\_\_\_\_  
Signature of Authorizing Official/Authorized Designee

\_\_\_\_\_  
Date

Whereas, the City of Perry has been awarded a Community HOME Investment Program Grant from the Georgia Department of Community Affairs.

And

The Community HOME Investment Program Grant is for the purpose of assisting low and moderate income persons with their housing needs. Local Policies and procedures have been prepared by the Grant Administrator for Perry and the City hereby approves the Policies and Procedures for the purpose of administering the 2022 Community HOME Investment Program Grant Program.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Randall Walker, Mayor

Attest: \_\_\_\_\_  
Annie Warren, City Clerk

City of Perry

2022

COMMUNITY HOME INVESTMENT PROGRAM GRANT  
(CHIP)

HOUSING REHABILITATION ASSISTANCE PROJECTS  
LOCAL POLICIES AND PROCEDURES

June 2022

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**EXHIBITS**

- Appeals Policies and Procedures
- Maps of target areas
- Low & Moderate Income Limits
- List of Mandatory Georgia Construction Codes
- Owners Selection of Bidding Method
- Lead Based Paint Regulations
- Inclusions & Exclusions to determine applicant income
- Federal Systematic Alien Verification for Entitlements (Save) Program
- Rehab Advisor job description
- Grant Agreement
- Loan Agreement
- Deed to Secure Debt and Security Agreement
- Promissory Notes
- Truth in Lending
- Real Estate Note

## **INTRODUCTION**

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

## **SOURCES OF FUNDING**

The **City of Perry** has received a grant in the amount of **\$400,000** from the Georgia Department of Community Affairs Community HOME Investment Program (CHIP) to revitalize substandard housing in the targeted area(s) of the City limits of Perry.

## **TARGETED AREA IDENTIFICATION:**

The following areas are the target areas for the 2022 CHIP program

Census Tract 212.02, Block Group 1, Census Tract 213 Block Group 4 and Census Tract 213 Block Group 2.

## **PROGRAM GOALS AND OBJECTIVES**

**GOAL:** To reduce blighted conditions and eliminate threats to health and safety created by substandard housing in specified target area(s) in the City limits.

**OBJECTIVE:** 1) Provide decent, safe, and sanitary housing to approximately (8) families with incomes at or below 50% AMI who do not now occupy such housing.

## **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 assistance program of this 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 (Standard Building Code)  
CABO One and Two Family Dwelling Code  
National Electric Code  
Standard Gas Code  
Standard Mechanical Code  
Georgia State Energy Code  
Standard Fire Prevention Code  
Standard Plumbing Code

## **GENERAL PROPERTY IMPROVEMENTS**

General Property improvements (GPI'S) which are in general cosmetic improvements will not be completed. This includes but is not limited to house painting, carpet and vinyl flooring replacement, painting of walls that are not damaged. However, these items may be completed in conjunction with code items or lead paint hazard control work. Determination as to whether GPI's will be completed will be at the discretion of the Program Administrator and Rehabilitation Advisor.

## **FAIR HOUSING POLICY**

City of Perry 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 City Hall offices.
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.

## **APPEALS POLICY AND PROCEDURES**

The City of Perry has developed an **appeals policy and procedure** for all applicable activities related to this CHIP project. The policy states that all persons submitting an application for assistance and receiving assistance under the CHIP Program within the project target area 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**

There is no owner portion required for this program.

## **APPLICANT ELIGIBILITY REQUIREMENTS**

All persons requesting CHIP HOME 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.

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

See Exhibit Named Inclusion and Exclusions to determine applicants income.

## **TEMPORARY RELOCATION BENEFITS**

Temporary Relocation will not be offered in this program.

## **ELIGIBLE/INELIGIBLE CONTRACTOR REQUIREMENTS**

Contractors will be deemed eligible by the Project Administrator, Grant Specialists of Georgia, only after a "Contractors Application for Registration" has been completed and is approved. All contractors performing work that requires a state license will be required to have a General Contractors license issued by the State of Georgia. However, the Georgia licensing board allows contractors to perform certain repairs without a license under the Traditional Speciality Contractors and Speciality Limited Service Contractors Rule. A list of these repairs is included in the exhibit section.

## **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 Byron 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.



## **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 Specialist's of Georgia, 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 negotiation with a contractor of their choice to ensure all housing goals and objectives are met to the fullest extent. See Exhibit named Owners Selection of Bidding Method and Contractor.

## **LEAD BASED PAINT HAZARDS**

Under HUD guidelines any housing unit constructed prior to 1978 must be tested for lead based paint hazards. If hazards are found, hazards must be removed by a certified lead based paint contractor before any regular rehabilitation can begin. See Exhibit named Lead Based Paint Regulations.

## **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 City of Perry CHIP application. A map is attached to this document as an exhibit.

CODE VIOLATION: A violation of the Minimum Property Standards (MPS) See MPS exhibit.

## COMPARABLE REPLACEMENT DWELLING

### Uniform Act Version

The term "comparable replacement dwelling" means a dwelling which is:

"decent, safe, and sanitary" as described below in this section; functionally equivalent to the displacement dwelling. The term "functionally equivalent" means that it performs the same function, provides the same utility, and is capable of contributing to a comparable style of living. While a comparable replacement dwelling need not possess every feature of the displacement dwelling, the principal features must be present.

Generally, functional equivalency is an objective standard, reflecting the range of purposes for which the various physical features of a dwelling may be used. However, in determining whether a replacement dwelling is functionally equivalent to the displacement dwelling, the recipient may consider reasonable trade-offs for specific features when the replacement unit is "equal to or better than the displacement dwelling";

adequate in size to accommodate the occupants;

in an area not subject to unreasonable adverse environmental conditions;

in a location generally not less desirable than the location of the displaced person's dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the person's place of employment;

on a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special improvements such as outbuildings, swimming pools or greenhouses;

currently available to the displaced person on the private market. However, a comparable replacement dwelling for a person receiving government housing assistance before displacement may reflect similar government housing assistance; within the financial means of the displaced person, as described below; **a)** a replacement dwelling purchased by a homeowner in occupancy at the displacement dwelling for at least 180 days prior to initiation of negotiations (180-day homeowner) is considered to be within the homeowner's financial means if the homeowner will receive the full price differential, all increased mortgage interest costs and all incidental expenses, plus any additional amount required to be paid under Replacement of Last Resort; **b)** a replacement dwelling rented by an eligible displaced person is considered to be within his/hers financial means, if, after receiving rental assistance under this part, the persons monthly rent and estimated monthly utility costs for the replacement dwelling do not exceed the person's base monthly rental for the displacement dwelling; **c)** for a displaced person who is not eligible to receive a replacement housing payment because of the person's failure to meet length-of-occupancy requirements, comparable replacement rental housing is considered to be within the person's financial means if a recipient pays a portion of the monthly housing costs of a replacement dwelling which exceeds 30 percent of such person's gross monthly household income or, if receiving a welfare assistance payment from a program that designates amounts for shelter and utilizes, the total of the amounts designed for shelter and utilities. Such rental assistance must be paid under Replacement Housing of Last Resort.

BARNEY FRANK VERSION:

"Comparable replacement dwelling unit" means a dwelling unit that:

1) Meets the Uniform Act Criteria 1 through 6 above and

2) Is available at a monthly cost for rent plus average monthly utility costs that does not exceed 30 percent of the household's average gross monthly income (with such adjustments to income as the recipient may deem appropriate), after taking into account any rental assistance the household would receive.

Where a certificate or housing voucher is provided to a household at a monthly cost for rent and estimated average monthly utility cost that does not exceed the "Fair Market Rent" or the payment standard respectively.

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;

contains 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.

DEED TO SECURE DEBT: Document to be signed by homeowner securing deferred payment loan provided to homeowner from local government. Deed to secure debt will be recorded and act as a lien should the homeowner sell the participating housing unit.

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 a period of five years if the program provides less than \$14,999. If the Program provides \$15,000 or more, the recipient must agree not to transfer title of ownership of the home for a period of not less than 10 years.

DISPLACED PERSON: Any person(s) who move from the real property or moves his/hers personal property from the real property. This includes a person who occupies the real property prior to its acquisition, but who does not meet the length of occupancy requirements of the Uniform Act Version as a direct result of:

1. a written notice of intent to acquire, the initiation of negotiations for, or the acquisition of, such real property in whole or in part for a project; or
2. rehabilitation or demolition for a project; or
3. of written notice of intent to acquire, or the acquisition, rehabilitation or demolition of, in whole or in part, other real property on which the person conducts a business or farm operation, for a project. However, eligibility for such a person applies only for purposes of obtaining relocation assistance advisory services and moving expenses.

Barney Frank Version

A displaced person is a person that is required to move permanently and involuntarily as a direct result of an assisted activity. The term includes a residential tenant who moves from the real property if the tenant has not been provided a reasonable opportunity to lease and occupy a suitable, decent, safe, and sanitary dwelling in the same building or in a nearby building on real property following completion of the assisted activity at a monthly rent/utility cost that does not exceed the greater of:

1. 30 percent of the tenant household's average monthly gross income, or
2. The tenant's monthly rent and average cost of utilities before the owner requested the financial assistance or, in the case of a unit owned of to be acquired by a recipient, the submission of the application/final statement.

A residential tenant who is required to move to another unit in the property or is required to relocate temporarily but is not reimbursed for his/her reasonable out-of-pocket expenses, would also be considered a "displaced person" if he/she moves from real property permanently.

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.

FAIR MARKET RENT: The specific rent as established by HUD under Section 8, Existing Housing Program. These rent schedules are updated periodically and available from the Georgia Residential Finance Authority of the Department of Urban Development.

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, air conditions, site improvements, etc.

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

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

INCOME: INCLUSIONS, REPORTING, VERIFICATION AND EXCLUSIONS:

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

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

rehabilitated based on the following;

Gross rental income for one year minus expenditures for mortgage principal and interest, mortgage insurance premiums service charges, hazard insurance, real property taxes and special assessments, maintenance and repairs, heating and utilities, ground rent, and other cash expenditures for the 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 not be deducted from gross family income.

SEE ALSO: Inclusions & Exclusions to determine income exhibit

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.

INVESTOR-OWNER: (Tenant Occupied) A property used as a rental unit by the owner who holds simple fee title to the property.

Lead Based Paint Hazards: Any housing unit feasible for rehabilitation assistance that is constructed prior to 1978 must be tested for lead based paint hazards.

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 household income does not exceed 50% of the area median income limits known as "Low and Moderate Income" as authorized by the HUD Section 8 for Houston County as revised. (See Low/Mod income limits for Houston County in exhibit section)

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 CHIP 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: Deed to Secure Debt 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.

TENANT: A person who has the temporary use and occupancy of real property owned by another.

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

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

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

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

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

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

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

The City shall have the right to change, modify or revoke all or any of this plan by a majority vote of the 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 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.

#### **REHABILITATION ADVISOR**

A rehabilitation 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. See Attachments for copy of form.

#### **HOUSING REHABILITATION PROCEDURES**

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

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

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

Grant Specialists of Georgia will maintain a list of homeowners that are interested in the CHIP program. 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.



## 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 subject to title search.

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.

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

E. All eligible applicants must reside in the established target area.

F. 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 Pamphlet and are aware of lead base paint.

G. Age of housing units - All housing units that are 50 years old or older could be considered historic per the State Historic Preservation Office (SHPO). Eligibility of these units for rehabilitation will be determined by the Program Administrator (Grant Specialists of Georgia) based on age of unit, type of housing unit and if original components of housing unit still exist on the unit such as windows, doors or other potential historic features that may be on the unit. Housing units built prior to 1955 may have higher degrees of lead paint and historic features that may cause it to not be feasible for rehabilitation. Therefore, eligible of these type units, especially ones built before 1955, will be determined by the grant administrator for this project.

### **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. 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 property standards 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.

### **5. Financing**

Types of financing will be used for funding this project.

1) A Deferred Payment Loan (DPL) will be made available to low and moderate income owners in the amount of 100% of the cost to repair their home. Owner will be required to sign the Deed to Secure Debt, Promissory Note, Real Estate Note, Grant and Loan Agreements. The owner will be made aware that the Deed to Secure Debt will be recorded at the courthouse.

Property owners who qualify for deferred payment loan are not required to repay the loan if they maintain the dwelling in accordance with the Promissory Note and Deed to Secure Debt.

### **6. Owner's Selection of Bidding Method**

Property owners will have two options on rehabilitation construction rendered. The owner will be required to complete and bidding method form. This form shall determine if the owner chooses to invite contractors to bid on the rehabilitation of their home or the owner may choose to go into negotiations with a contractor selected from the approved contractors list. Should the owner select negotiations, it will be the responsibility of the program rehab advisor to negotiate with the selected contractor on the homeowners behalf.

The homeowner may select a contractor which does not appear on the approved contractors list, however that contractor will be required to complete a contractors application

packet and provide a copy of their insurance policy. The contractor must meet the criteria as set by the City and the program administrator before he/she will be approved to perform the work. If the contractor does not meet the criteria, the owner will be required to select a different contractor.

Criteria includes, but is not limited to: a) quality of workmanship and response time on warranty work based on three references; b) paying of material dealers and suppliers in a timely fashion based on references; c) paying of sub-contractors in a timely fashion based on references; d) adequate and valid insurance; etc.

### **Bid Packets**

Bid packets (work write-ups without cost figures) are prepared by the Rehab Advisor and delivered to selected contractor(s). 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 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. If the homeowner chooses to negotiate with a single contractor bids may be emailed or hand delivered to the rehab advisor.

## **7. 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. tabulation of all bids received will be recorded for documentation. The purpose of the bid process is to determine lowest bid. The homeowner has the right to reject any and all bids submitted. With homeowners concurrence and acceptance of the low bid, the successful contractor will be mailed a bid acceptance letter.

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

## **8. 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.

## 9. Contracting

- 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 reviews at this time.
- b. Contract Required: Rehabilitation financed through this program shall be undertaken only through a written contract document between the homeowner and the contractor. 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 "Notice to Proceed" to be issued by the Rehab Advisor and no work shall commence until such notice is given. The contract shall contain a bid and proposal from the contractor, a work write-up, the Standard Specifications for Residential Rehabilitation, the Terms and Conditions for Rehabilitation Assistance, and a Contractors Warranty.

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

1. One original to owner
  2. One original to the contractor
  3. One original to be kept in the owners case file.
- c. Disputes Between the Property Owner and the Contractor: In the event a dispute occurs with respect to the rehabilitation work, the Project Administrator shall take appropriate action in accordance with the provisions of the rehabilitation contract. No legal action shall be instituted by the Project Administrator on behalf of either party in connection with the rehabilitation contract.

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

## 10. Inspection:

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

It is the Rehab Advisor's responsibility to be present at the job site when the contractor begins work and throughout the rehabilitation process while work is ongoing. Periodic inspections will be performed by the Rehab Advisor. Inspection reports will also 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 50%, 80% and 100% of the scheduled work has been completed.

**12. Change Orders**

Complexities involved during the initial inspection of a housing unit often times make it impossible to detect every hidden code violation. Rehab Advisors will rarely certify that the housing unit in question will be brought up to minimum property standards 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 MPS on the housing unit. The procedure for obtaining a reasonable amount to do the additional work is basically the same principle in securing a negotiated bid.

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

**13. Executing Close-Out**

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

**14. Individual Case File**

Separate files will be maintained for each individual

project.

**PROGRAM CLOSEOUT**

After the final public hearing has been held and all monitoring requirements have been satisfied, all program files will be placed with the local governing authority and kept for a period of not less than 5 years.

## APPEALS POLICY AND PROCEDURES

General: The City of Perry's, hereinafter referred to as the "City", shall promptly review appeals in accordance with the requirements of applicable law and this part. This review will be provided in part by Grant Specialist's of Georgia, Inc. Under the conditions set forth in the administration contract with Local Governments.

### SECTION I

Action which may be appealed: Any aggrieved person may file a written appeal with the City in any case in which the person believes that the City has failed to properly consider the person's application for assistance under this part. Such assistance may include, but is not limited to, the person's eligibility for, or the amount of a payment for acquisition of property, consider litigation expense or a relocation payment. The City shall consider a written appeal regardless of form. The City shall consider any written appeal concerning the CHIP program.

Time limit for initiation appeal: The City has set a reasonable time limit for a person to file an appeal of 60 days after the person receives written notification of the City's determination on the person's claim.

Right to Representation: A person has a right to be represented by legal counsel or other representative in connection to his or her appeal, but solely at the person's own expense.

Review of files by person making appeal: The City shall permit a person to inspect and copy all materials pertinent to his or her appeal, except materials which are classified as confidential by the City. The City may, however, impose reasonable conditions on the person's right to inspect, consistent with applicable laws.

Scope of review of appeal: In deciding an appeal, the City shall consider all pertinent justification and other material submitted by the person, and all other available information that is needed to ensure a fair and full review of the appeal.

Determination and notification after appeal: Promptly after receipt of all information submitted by a person in support of an appeal, the City shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. If the full relief requested is not granted, the City shall advise the person of his or her right to seek judicial review.

City official to review appeal: The City official conducting the review of the appeal shall be either the head of the City or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

Low and Moderate Income Family: A low or moderate income household that has been displaced from a dwelling may file a written request for review of the City's decision to the:

Georgia Department of Community Affairs  
60 Executive Park South NE  
Atlanta, Georgia 30329-2231  
Attention: Mr. Brian Williamson

Whereas, the City of Perry has been awarded a Community Home Investment Program Grant from the Georgia Department of Community Affairs.

And

The Community Home Investment Program (CHIP) Grant is for the purpose of assisting low and moderate income persons with their housing needs. A Language Access Plan (LAP) has been prepared for the City of Perry and the City hereby approves the Language Access Plan (LAP) for the purpose of administering the 2022 CHIP Program.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Randall Walker, Mayor

Attest:

\_\_\_\_\_  
Annie Warren, City Clerk



**City of Perry CHIP Program  
LANGUAGE ACCESS PLAN (LAP)**

**Grantee: City of Perry  
CHIP Grant**

**Target Area: Poverty Census Tracts throughout the City**

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

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## **I. Introduction**

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

This *Language Access Plan* has been prepared to address the City of Perry 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, 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 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.

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, Perry will translate written Community Improvement documents for groups that are at least 5% of the population eligible or more than 1,000 persons, whichever is less. If there are fewer than 5% or less than 1,000 person or few than 50 persons in a language group that reaches the 5% trigger above, 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 than 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 City services.**

We have determined the number of LEP persons eligible to be served or likely to be encountered by the City of Perry.

Perry has a population of 20,624 persons.

Total Population > 5 years old – 16,117 (See attached Census data and tables)

Total LEP Population > 5 years old - 425

Percent LEP 2.6%

### **Factor 2:**

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

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

Frequency of Interaction: Yearly

#### 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

Frequency of interaction: Daily

#### For Homeowner Rehabilitation:

- 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 to the LEP population.**

The nature of our program is Rehabilitation/Reconstruction of owner 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 Perry. The overwhelming majority of the population, 98%, speak English very well. As a result, there are few social, service, professional and leadership organizations within Perry that focus on outreach to LEP individuals. 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. Perry doesn't meet the threshold to require translated written language assistance. 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, Perry will provide oral interpreters using bi-lingual employees or qualified contract interpreters.

Nature of the Program(s): 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 Perry, and overall costs to provide LEP assistance.**

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 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.

There are several employees on staff with the City that are 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 Perry staff may identify an LEP person who needs language assistance:

**Language Assistance Measures-**Although there is a very low percentage in 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. **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.”

### **III. 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 staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When 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.

### **IV. Translation of Documents**

- 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.

### **V. 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 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.

**VI. Dissemination of the City's LAP Plan**

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

**VII. Records**

Perry 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.

**VIII. Complaints and Appeals**

Any person who believes they have been denied the benefits of this LAP or that 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

## **CONTRACT FOR PROFESSIONAL SERVICES**

This contract made this \_\_\_\_\_ day of June 2022 by and between Grant Specialists of Georgia, Inc. (Hereinafter called the Grant Administrator) and the City of Perry, Georgia (Hereinafter called the Local Government), each individually a "party" and collectively referred to as the "parties".

Whereas, the Local Government intends to engage in the firm Grant Specialists of Georgia, Inc. to render certain technical and administrative services by assisting the Local Government to implement and carry out its Community HOME Investment Program, Program 2022 CHIP (Grant number 2022-110). This contract is contingent upon award of the 2022 CHIP grant.

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

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

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

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

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

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

- 1) Provide space at the local government, when necessary, for personnel assigned to carry out duties under this contract.
- 2) Provide space to maintain one set of necessary files pertaining to the project.
- 3) Make available to assigned personnel any documents or data which are related to the administration of this project.

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

The Grant Administrator shall provide a designated project manager by name as the Local Government=s principal for services performed under this contract.

**Indemnification:** The Grant Administrator covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Grant Administrator shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Grant Administrator shall defend, indemnify and hold harmless the Local Government, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Grant Administrator, any subcontractor, anyone directly or indirectly employed by the Grant Administrator or subcontractor or anyone for whose acts the Grant Administrator or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the Local Government or Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the Local Government or Local Government Parties, by any employee of the Grant Administrator, any subcontractor, anyone directly or indirectly employed by the Grant Administrator or subcontractor or anyone for whose acts the Grant Administrator or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grant Administrator or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Local Government and Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement. Grant Administrator does not indemnify the Local Government Parties for any misconduct or liability caused by any housing rehabilitation contractor that is selected by a homeowner to perform any work under the 2022 CHIP Grant.



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

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

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

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

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

The City of Perry will provide \$16,000 in Administration Fees. These will be paid to Grant Specialists of Georgia, Inc. upon completion of the 2022 CHIP grant.

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

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

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

THE EXECUTED CONTRACT DOCUMENTS shall consist of the following:

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

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

**THIS CONTRACT accepted and executed in two originals this \_\_\_\_\_ day of \_\_\_\_\_, 2022:**

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

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

#### **EEO CLAUSE**

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure

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

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

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

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

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

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

*(Fill in the names of the parties to this addendum and the CHIP award number in the*

*spaces provided below for identification purposes only. Please fully execute this addendum on page three (3) by both parties named below.)*

**CHIP Local Government State Recipient: City of Perry**

**CHIP Award No. 2022-110**

**CHIP Administrator or Consultant Grant Specialists of Georgia, Inc.**

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

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

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

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

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

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

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

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

intergovernmental review process in section 92.357.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum on \_\_\_\_\_, 20\_\_\_\_.

RECIPIENT:

CONTRACTOR:

\_\_\_\_\_  
[City of Perry]

\_\_\_\_\_  
[Grant Specialists of Georgia]

By: Randall Walker

By: Sherry Kurtz

Title: Mayor

Title: President

**RESOLUTION  
A RESOLUTION TO ADOPT THE  
SECTION 3 PLAN TO COMPLY WITH  
24 CFR, PART 135 OF THE UNITED  
STATES DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT  
SECTION 3**

WHEREAS, the United States Congress passed Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) to further the goal of ensuring that federal funds benefit the residents of projects funded wholly or in part by those funds, and

WHEREAS, Part 135 of Section 3 is to establish the standards and procedures to be followed to ensure that the objectives of Section 3 are met; and

WHEREAS, the City of Perry approves the Section 3 Policy in adherence to 24 CFR, Part 135 that more comprehensively addresses the standards and procedures prescribed in the Act; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Mayor and Council hereby adopt and plan to implement the Section 3 Plan to ensure compliance with Federal Law.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Randall Walker, Mayor

Attest:

\_\_\_\_\_  
Annie Warren, City Clerk

## **Section 3 Policy for Covered HUD Funded Activities**

This Section 3 policy pertains to training, employment contracting, and other economic opportunities arising in connection with the expenditure of Federal housing assistance and community development assistance that is used in conjunction with the following activities:

- Housing rehabilitation,
- Housing construction, and
- Other public construction.

All Recipients and Sub-recipients of Section 3 Covered Assistance (including but not limited to contractors, sub-contractors, developers, grantees, CHDOs, non-profits, and local government entities) must be in compliance with the provisions of this policy in order to be eligible for DCA awards.



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#### SOLICITATION PACKAGE AND CERTIFICATION DOCUMENTS

## **BACKGROUND ON THE SECTION 3 REGULATION:**

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992 (Section 3), is to “ensure that employment and other economic opportunities generated by certain HUD financial funding shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low and very low-income persons, particularly those who are recipients of government funding for housing and to Business Concerns which provide economic opportunities to low- and very low-income persons.”

Consistent with 24 CFR Part 135, as a recipient of HUD Housing and Community Development Funding, the State of Georgia Department of Community Affairs (DCA) requires fulfillment of Section 3 obligations on all contracts subject to 24 CFR Part 135 that make use of that assistance. These policies are implemented for contract amounts as specified in 24 CFR Part 135 whether it is designated as housing construction, housing rehabilitation, lead based paint abatement, or other public construction project. DCA works to ensure the provision of employment, training, contracting, and other economic opportunities to low-income persons. In doing so, DCA utilizes Section 3 as a means of promoting stability and self-sufficiency of Section 3 Residents. Implementation procedures may be amended periodically by DCA to insure that the policy requirements are being met and/or to enhance the efficiencies of compliance.

### **PART I. APPLICABILITY:**

Section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992. Section 3, as amended, requires that economic opportunities generated by Federal Housing and Community Development programs shall, to the greatest extent feasible, be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Section 3 requirements apply to **all** housing rehabilitation, housing construction or other public construction projects, and activities for which the recipient or sub recipient's award exceeds \$200,000 and the contract or subcontract exceeds \$100,000. If the recipient or sub recipient's award of assistance exceeds \$200,000, but the contracts and subcontracts do not exceed \$100,000, then only the recipient or sub recipient is subject to the Section 3 requirements. The recipient or sub recipient's responsibility includes awarding contracts, to the greatest extent feasible, to Section 3 business concerns.

## **PART II. DEFINITIONS:**

Please refer to the 24 CFR 135.5 for a full list of prevailing definitions found in the regulation.

**Employment Opportunities Generated by Section 3 Covered Assistance:** All employment opportunities generated by the expenditure of applicable Federal Section 3 covered funding (i.e., Housing and Community Development Funding) and with respect to Section 3 covered Housing and Community Development Funding, all employment opportunities arising in connection with Section 3 Covered Projects.

**Full-Time:** For recipient, sub-recipients, and contractors, this term refers to an employee assigned to a position who regularly works a minimum of forty (40) hours per week on a continuous basis. For DCA, this term refers to an employee who is assigned to an unclassified position who regularly works a minimum of forty (40) hours per week on a continuous basis. Regular full-time employees will be eligible to receive full State-sponsored benefits and accrue any form of service credit.

**Housing and Community Development Funding:** Resources from the U.S. Department of Housing and Urban Development (HUD) covered by Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) include Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization (NSP) programs, as well as certain grants awarded under HUD Notices of Funding Availability (NOFAs). The requirements for Section 3 only apply to the portion(s) of covered funding used for project/activities involving housing construction, rehabilitation, demolition, and/or other public construction.

**Low Income Person:** A person whose household (including single persons) has a total income that does not exceed 80% of the median income for the project area. Income levels can be obtained online at: <https://www.huduser.gov/portal/datasets/il.html>.

**New Hires:** Full-time employees for at-will, permanent, temporary or seasonal employment opportunities for any Section 3 covered contract.

**Recipient:** An entity which receives Section 3 covered assistance directly from HUD (i.e., DCA) or from any other recipient (e.g., local government, PHA or other public body, public or private non-profit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, Community Housing Development organization, resident management corporation, resident council, or cooperative association). For the purpose of this policy, the phrase, "any other recipient" will carry the same definition as "Sub-recipient" and may include DCA in cases when program terminology establishes a "Recipient" as any entity receiving an award of DCA funds under a HUD-funded program.

**Resident Owned Business (ROB):** A Business Concern owned or controlled by low or very low-income residents who reside within the legal boundaries where the funds are expended. A ROB must meet these requirements: (a) at least 51% owned and operated by Section 3 residents, and (b) whose management and daily business operations are controlled by one or more such individuals. For purposes of Section 3 compliance, a ROB must also meet Subpart A to the definition of a Section 3 Business Concern.

**Section 3:** Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 Resident:**

- (1) A public housing resident; or
- (2) An individual who resides in the area in which the Section 3 covered assistance is expended, and who is a low-income person whose household income does not exceed 80% of the average median income for the area or a very low-income person whose household income does not exceed 50% of the average median income for the area as per Section 3(b) (2) of the U.S. Housing Act of 1937 (1937 Act).

To find the current Average Median Income go to:

<https://www.huduser.gov/portal/datasets/il.html>

**Section 3 Business Concern:** As defined by HUD, an entity:

- A. That is Fifty-one (51%) percent or more owned by Section 3 Residents; or
- B. Whose permanent, full-time employees includes persons, at least 30 percent of whom are current Section 3 Residents, or were Section 3 Residents within three (3) years of the date of first employment with the Business; or
- C. That provides evidence of a commitment to subcontract in excess of 25 percent of the total contract award amount (including any modifications) to Section 3 Business Concerns as defined in A or B. Example: If the Contract Amount is = \$1,000,000, the contractor must subcontract in excess of 25%, or greater than \$250,000, to a Section 3 Business Concern (s) as defined in A or B in this part.

**Section 3 Clause:** The contract provisions and sanctions set forth in 24 CFR 135.38

**Section 3 Covered Activity:** Any activity that involves housing construction, rehabilitation, or other public construction funded by Section 3 covered assistance.

**Section 3 Covered Assistance:** The requirements of Part 135 apply to Recipients of covered Section 3 Housing and Community Development Funding for which the amount of the assistance exceeds \$200,000. These requirements also apply to contractors and subcontractors performing

work on projects using Federal Housing and Community Development Funding from DCA for which the Recipient's award exceeds \$200,000 and the contract or subcontract exceeds \$100,000. If the Recipient or Sub-recipient's award of assistance exceeds \$200,000, but the contracts and subcontracts do not exceed \$100,000, then only the Recipient or Sub-recipient is subject to the Section 3 requirements. The Recipient's responsibility includes awarding contracts, to the greatest extent feasible, to Section 3 business concerns.

**Section 3 Covered Contract:** A contract or subcontract, including a professional service contract, awarded by a recipient, sub-recipient, or contractor for work generated by the expenditure of Section 3 Covered Assistance or for work arising in connection with a Section 3 Covered Project. "Section 3 Covered Contracts" do not include contracts for the purchase of supplies and materials except whenever a contract for materials includes the installation of the materials.

**Section 3 Covered Project:** The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with applicable Federal Housing and Community Development Funding.

**Section 3 Joint Venture:** An association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the Business Concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:

- Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- Performs at least 25% of the work and is contractually entitled to compensation proportional to its work.

**Sub-recipient:** Any public or private agency, institution, organization, or other entity ( e.g. Local government, Public Housing Authority, public or private non-profit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, Community Housing Development organization, resident management corporation, resident council, or cooperative association) to whom Federal financial assistance is extended, through the Georgia Department of Community Affairs for any program or activity, or who otherwise participates in carrying out such program or activity but such term does not include any Beneficiary under any such program. The term "Sub-recipient" may include the term "Recipient" when program terminology establishes a "Recipient" as any entity receiving an award of DCA funds under a HUD-funded program.

**Very Low Income Person:** A person whose household (including single persons) has a total income that does not exceed 50% of the median family income for the project area.

**PART III. GOALS OF THE SECTION 3 REGULATION:**

DCA's Section 3 protocol seeks to aid Section 3 residents to the greatest extent feasible in three ways, listed in order of preference:

**A. *Hiring low- and very low-income workers***

DCA requires that a recipient or sub-recipient and its contractors make every effort within their disposal to attempt to hire at least 30% Section 3 residents of the aggregate number of full-time new hires with a preference for Section 3 residents in this order:

- 1: Residents of HUD-assisted housing.
2. Residents at the site where the work is being performed.
- 3: Residents of the city where the work is being performed.
- 4: Residents of the county where the work is being performed.

**B. *Awarding contracts to Section 3 business concerns***

DCA requires that the recipient or sub-recipient, and its contractors make every effort within their disposal to award at least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction, to Section 3 business concerns. DCA also requires that the recipient or sub-recipient and its contractors make every effort within their disposal to award at least 3% of the total dollar amount of all "Other" Section 3 covered contracts.

**C. *Providing other economic opportunities***

If a recipient, sub-recipient, or contractor identifies a greater need, other training and employment opportunities may be provided to substitute for goals A and B. In such cases, a recipient, sub-recipient, or contractor must provide training and other employment opportunities as described in Part VII equal to or exceeding 3% of the total contract award in order to meet this goal.

**PART IV. RECIPIENT AND SUBRECIPIENT RESPONSIBILITIES:**

The recipient or sub recipients of DCA Housing and Community Development Funding accept the responsibility of not only enforcing the Section 3 requirements, but also for pro-actively providing notice, encouraging, and facilitating compliance with Section 3 subject to the definition of a Section 3 Covered Project. The recipient or sub-recipient will have fulfilled this responsibility when they can provide evidence that the following have occurred in the case of every contract and sub-contract solicitation that exceeds the threshold requirements of 24 CFR Part 135:

The following actions are required for all contract and sub-contract solicitations:

- A) Notifying Section 3 residents of opportunities through posting of job openings in community sources that are generally available to low income residents and the general public, including but not limited to: the local community newspaper; the most widely distributed newspaper; the management office of the local housing authority, or homeless agency, or/local low-income housing community; the local workforce board; the local office of the Georgia Division of Family and Children Services; and the local office of the Georgia Department of Public Health serving the county in which the project is located.
- B) Conveying that the contract work is a Section 3 Covered Contract in any advertisement for bids and proposals by placing the following language in each advertisement/public notice and website: **“This project is covered under the requirements of Section 3 of the HUD Act of 1968.”**
- C) Notifying contractors of Section 3 requirements in any pre-bid or pre-construction meeting held.
- D) Incorporating the HUD mandated Section 3 clauses in all contracts where the work to be performed is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section3).
- E) Providing Resident Certification and Affidavit forms for employment at the recipient or sub-recipient’s business offices and allowing applications to be submitted at appropriate local locations.
- F) Encouraging the training of Section 3 residents by the contractors.
- G) Reporting quarterly on its efforts regarding Section 3 implementation on the DCA prescribed mechanism or form.
- H) Refusing to award contracts to businesses or persons that have previously violated Section 3 requirements.
- I) Using the attached Solicitation Package for each procurement associated with a covered project indicating that the work to be performed 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).
- J) Documenting actions taken to comply with Section 3 requirements including all results and impediments using the DCA prescribed mechanism or form.

Recipients or Sub-recipients also must implement at least one (1) of the following actions:

- K) Facilitating an opportunity fair annually for contractors to meet interested Section 3 residents for possible employment. A list can be developed as a resource for the recipient or sub-recipient and contractors when seeking to hire Section 3 workers in the future.
- L) When employment opportunities arise or are anticipated, posting all job sites funded by DCA with a location or phone number of whom and how to apply for any opportunities for employment, training or contracting. The sign should be no smaller than 24" x 24" in Black ink and specifically read:

*"This project is covered under Section 3 of the HUD Act of 1968 which requires that any new hiring opportunities first be directed to low- and very low income persons in this community. Please contact (list the contact person name and number) for information on any employment, contracting and sub-contracting opportunities."*

**PART V. RECIPIENT, SUB-RECIPIENT, AND CONTRACTOR RESPONSIBILITIES:**

All recipient, sub-recipients, and contractors must submit prior to an award exceeding \$100,000 the prescribed forms in the attached solicitation package describing their proposal to implement Section 3. Omission of a satisfactorily completed solicitation package prior to award makes that contractor ineligible for award. Regardless of the amount of the potential contract award, all recipient, sub-recipients, and contractors that wish to claim a Section 3 preference must submit with any bid or proposal the *Section 3 Self-Certification and Action Plan* and the *Section 3 Business Concern Self Certification* that is part of the attached solicitation package. Prior to award of a contract exceeding \$100,000, the remainder of the solicitation package must be prepared in its entirety. No preference may be claimed after bids are opened.

The only safe harbors for determining whether Section 3 requirements have been met are the following:

- A. The 30% new hiring of Section 3 Residents goal;
- B. The 10% Section 3 Business Concern Contracting for Building Trades Work goal; and,
- C. The 3% Section 3 Business Concern Contracting for "Other" Covered Contracts goal.

As DCA does not execute final funding contracts, it is reliant upon the compliance of its recipient, sub-recipient, and/or contractor(s) to execute DCA's Section 3 initiatives. If the goals above cannot be met by the recipient, sub-recipient, and/or contractor, the recipient, sub-recipient, and/or contractor must provide documentation explaining why those numerical goals could not be met, including a description of any actions taken, any impediments encountered, and any other economic opportunities provided (See Part VII – Other Economic Opportunities). This documentation must be submitted to DCA for review and approval. DCA will take each recipient or sub-recipient's explanation into consideration when making the determination of compliance.



In addition to the notice requirements for both hiring and contracting, other examples of activities to demonstrate effort to comply with the Safe Harbor Limits are listed in the appendix to part 135 of the Code of Federal Regulations—24 CFR Part 135 and include:

1. Distributing or posting flyers advertising positions to be filled;
2. Contacting the local government or housing authority for a list of residents who have expressed interest in Section 3 employment;
3. Holding job informational meetings for residents, contractors, etc...;
4. Contacting agencies administering HUD YouthBuild programs and requesting their assistance in recruiting HUD YouthBuild program participants for training and employment positions.

**PART VI. PREFERENCES AND ELIGIBILITY:**

*Note: All persons who are recipients of housing assistance from the government are Section 3 residents. Residents of HUD assisted housing are top priority Section 3 residents (Tier One). HUD assisted housing includes: (A) public housing, (B) Housing Choice Voucher holders, (C) substance abuse rehabilitation housing, (D) domestic violence shelters, (E) transitional housing facilities, (F) homeless shelters, and (G) veterans housing. The businesses owned by Section 3 residents (ROBs) are top priority business concerns (Tier One). When employment or contracting opportunities are offered and all requirements are met and remain equal, HUD assisted housing residents and ROBs within the area of the project shall be provided preference over other Section 3 residents/business concerns and non-Section 3 residents/business concerns.*

- A) Regarding the hiring of Section 3 residents, preference, in the following order, shall be given to those residents who live:
  1. In HUD assisted housing.
  2. At the site where the work is being performed.
  3. In the city where the work is being performed.
  4. In the county where the work is being performed.
  
- B) Regarding the contracting opportunities for Section 3 business concerns, preference shall be given to business concerns, in the order of preference described in Section A of Part VI, Preference and Eligibility, meeting these definitions and in this order:
  1. Resident Owned Businesses (ROBs) owned and operated at 51% by Section 3 Residents.
  2. Businesses that employ Section 3 residents at no less than 30% of the contractors aggregate full time staff.

3. Contractors that at the time of bid show evidence (meaning the specific name and preference met) of their intent to award no less than 25% of their total award to Section 3 business concerns.
- C) A Section 3 resident seeking employment must fulfill the requirements of the sought position and, if asked, must provide evidence of their Section 3 status (e.g., proof of residency in public housing development; evidence of participation in a HUD YouthBuild program operated in the metropolitan area (or non-metropolitan county) where the Section 3 covered assistance is spent; evidence that the individual resides in the Section 3 area and is a low or very low-income person as defined in Section 3(b) (2) of the U.S. Housing Act of 1937). Recipient agencies may choose to allow prospective Section 3 residents to self-certify their eligibility. Any self-certification should include a statement of penalty for falsifying information. A Section 3 Business Concern seeking to win a contract must fulfill the requirements of the contract and, if asked, provide evidence of their Section 3 status.

**PART VII. OTHER ECONOMIC OPPORTUNITIES:**

The Other Economic Opportunities provision may only be used when a contractor, recipient, or sub-recipient desires to claim a preference under Part VI and cannot comply with the hiring or subcontracting goals set forth in the Preference Tier structure, or, based on observed special needs, has concluded that providing Other Economic Opportunities will be a greater benefit to Section 3 Residents or Businesses. Whenever the Other Economic Opportunities provision is employed, the actions must equal or exceed 3% of the total contract value including all labor and material costs as well as any change orders to these costs.

Firms that will provide other economic opportunities will be responsible for soliciting and contracting a qualified firm/individual experienced in providing a Georgia Department of Labor Approved training curriculum consistent with Section 3 requirements of 135.11 in the area of Section 3 resident training in the following areas:

- Employment Readiness and Professional Development
- Section 3 Small Business Concern Development Training
- Computer Literacy and Data Entry Skills Training
- Employment Skills Training (Any Viable Employment Field)
- Other training curriculum approved by DCA

The acceptability of these efforts will be determined by DCA in the case of a recipient, sub-recipient, and by the recipient or sub-recipient in the case of a contractor, or in cases of a complaint, by HUD.

**PART VIII. DCA SECTION 3 RESPONSIBILITIES:**

Refer to the Georgia Department of Community Affairs Section 3 Hiring Policy available upon request to the Georgia Department of Community Affairs Human Resources Department.

**PART IX. COMPLAINTS AND COMPLIANCE:**

Any Section 3 resident or business concern that feels that the Section 3 regulations were not complied with may file a complaint directly to the Assistant Secretary for Fair Housing and Equal Opportunity at the following address (or as otherwise directed by HUD):

Assistant Secretary for Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development  
Regional Field Office  
40 Marietta Street, NW  
Atlanta, Georgia 30303

The complaint must be in writing and be received within 180 days from the date of the action upon which the complaint is based. It should include the complainant's name and address, the recipient, sub-recipient's or contractor's name and address, and a description of the acts in question. The complainant will receive a response from HUD within 10 days in which further investigation will be explained.

**PART X. DCA STANDARD SECTION 3 OPERATING PROCEDURES**

Policy Effective Date: \_\_\_\_\_, 20\_\_      Procedural Change Date: \_\_\_\_\_, 20\_\_

**Procedure Title: Section 3**

This operating procedure is tied to the Operating Policy on Section 3 designed to achieve and maintain compliance with the HUD Act of 1968 revised in 1992 and in 1994.

The procedures contained within are relative to the Section 3 daily operations in:

- Hiring
- Procurement
- Contracting
- Compliance Management
- Solicitation Package and Certification Documents

**Section 1 – Recipient, Sub-Recipients and Contractors: Hiring**

This procedure encompasses all full time employment types including, long term, short term, temporary and special assignments. In the process of seeking new employees for the recipient,

sub-recipient, contractor, or subcontractor, the following procedures should be followed in an effort to create as many employment opportunities for Tier 1 HUD direct beneficiaries:

**Step 1:** Post the position in community sources that are generally available to low income residents and the general public. It is required that a minimum of three (3) of the following listed sources will be exercised at least once prior to extending an offer of employment to anyone not covered by Section 3 requirements:

- A) The local community newspaper
- B) The most widely distributed newspaper
- C) Company or agency website
- D) The management office of the local housing authority, or homeless service agency, or local low income housing community
- E) Local Workforce Board (i.e., Department of Labor)
- F) Local office of the Georgia Division of Family and Children Services
- G) Local office of the Georgia Department of Public Health
- H) Dodge Room <http://www.construction.com/dodge/dodge.asp>
- I) Other locations as approved by DCA.

**Step 2:** Be certain to list in the notice that the position is a “**Section 3 Covered Position under the HUD Act of 1968 and that Section 3 Residents and Business Concerns are encouraged to apply.**”

**Step 3:** In reviewing all applicants, be certain to first select candidates that best fit the position requirements. If a Tier I resident is identified as a qualified candidate, all things being equal with others in consideration, a preference for employment should be given to the Section 3 Resident based on the Policy order established in Part VI – Preferences and Eligibility.

**Step 4:** In cases where a recipient, sub-recipient or contractor establishes a relationship and requirement with any temporary employment agency contractor, the temporary employment agency contractor or temporary employment agency must require placements to its recipient, sub-recipient or contractors to complete the Self Certification form clarifying their qualifications as a qualified Section 3 Resident. Any person certifying as a qualified Section 3 Resident must be given Preference for any Section 3 covered assignment with the recipient, sub-recipient or contractor providing they meet all other position requirements.

## **Section 2 –Recipient, Sub-Recipients and Contractors: Procurement**

Whenever a contract opportunity is solicited, these steps must be followed in order to comply with DCA’s Section 3 Policy.

**ROB Verification:** Whenever ROB status is sought, the recipient, sub-recipient or contractor staff shall request address and ownership verification of the 51% Owner/Operator rule as stated in

the HUD Act of 1968. Use of the “**Section 3 Self-Certification Form**” attached to this policy is an acceptable statement of address and business data, when presented along with all other required incorporation documents, including any Letter of Issuance of a Federal Employer Identification Number (FEIN) and state Articles of Incorporation.

**Step 1: This step is only applicable when a public housing authority is involved in the transaction.** During the development process of any solicitation or work project, there should be a determination as to whether or not the work can be and/or should be isolated to Resident Owned Businesses (ROB’s) under the **24 CFR Part 963.12 Alternative Procurement Method**. If so, then Steps 2-8 should be followed with respect for **ROB’s ONLY**. Keep in mind, a qualified ROB can be one that is a Joint Venture Partnership where a non-ROB can participate at no more than 49% ownership, operations and profit. A statement where both parties have committed to these terms is required as validation of ROB status.

**Step 2:** As a direct method of encouraging greater participation and election of Section 3 Preference by contractors, DCA requires that all recipient, sub-recipient, and contractors conduct at least one pre-bid meeting or workshop to facilitate the meeting of contractors (large and small) in hopes that more opportunities will be afforded all parties in covered DCA funded contracts. These steps must be in compliance with State of Georgia procurement laws. Where a conflict occurs, the recipient, sub-recipient, or contractor should not conduct such acts that would constitute a violation.

**Step 3:** Post the contract opportunity in community sources that are generally available to Section 3 Businesses, low income residents and the general public. It is required that a minimum of three (3) of the listed sources will be exercised at least once prior to entering into a contract with anyone not covered by Section 3 requirements:

- A) The local community newspaper
- B) The most widely distributed newspaper
- C) Company or agency website
- D) The management office of the local housing authority, or homeless service agency, or local low income housing community
- E) Local Workforce Board (i.e. Georgia Department of Labor)
- F) Local Office of the Georgia Division of Family and Children Services
- G) Local Offices of the Georgia Department of Public Health
- H) Dodge Room <http://www.construction.com/dodge/dodge.asp>
- I) Other locations as approved by DCA.

DCA recommends that all such posting periods shall last at least one calendar week.

**Step 4:** The recipient, sub-recipient or contractor must check the HUD Section 3 Business Registry to determine if there are any Section 3 businesses in the County where the work will be performed. If there are Section 3 businesses in the County that may be able to perform the work, the recipient,

sub-recipient or contractor must provide a copy of the contracting opportunity(ies) (e.g., bid notices) to the Section 3 businesses. See the HUD Section 3 Business Registry at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>.

**Step 5:** All ads must include a notice that the contract opportunity is a **“Section 3 Covered Contract and that Section 3 Business Concerns are encouraged to apply.”**

**Step 6:** All awardees must include the attached **“Solicitation Package”** for recipient, sub-recipients and contractors to complete and return with their applications/responses. Any application/response claiming a preference must include the satisfactorily completed *Section 3 Self-Certification and Action Plan* and the *Section 3 Business Concern Self Certification*.

**Step 7:** In reviewing the solicitation responses, any contractors that claim a preference and are identified as qualified Section 3 Concerns should be reviewed and if legitimate, granted a Preference in contracting, all other things being equal.

**Step 8:** When procurements require point scores as part of the award process, the recipient, sub-recipient or contractor shall ensure that a method of providing Preference exists based on the solicitation criteria to secure the most qualified firm or individual for the contract. Under no circumstances shall a contract be awarded to a firm (Section 3 or Non-Section 3) if they fail to meet minimum standards or do not score high enough to surpass “competitive range” scoring. **Section 3 Preference only is to be considered after all other relative quantitative and qualitative factors have been scored and weighted.**

**Step 9:** All solicitations exceeding \$100,000 shall require that applicants/respondents prior to award convey prior compliance with Section 3 on any HUD funded contract. **If a contractor has not complied on any HUD funded contract effective on or after January 1, 2014, they should be considered non-responsive.**

**Step 10:** All solicitations exceeding \$100,000 must include a certification of prior compliance with HUD Section 3 for all HUD funded contracts effective on or after January 1, 2014 as a requirement for award. See the attached form titled: “Previous Compliance Certification.”

### **Section 3 – Recipient, Sub-Recipients and Contractors: Contracting**

**Step 1:** In addition to the required Section 3 contract language provided in 24 CFR §135.38, the following language is to be added to all new contracts effective immediately:

“All contractors claiming a Preference in contracting by meeting any of the three qualifications including: a Resident Owned Business, Hiring/Employing 30% of New Hires, and/or sub-contracting at least 25% of their total award to a Section 3 Concern, shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination.”

**Step 2:** Any recipient, sub-recipient or contractor claiming a Preference **must be in compliance prior to the issuance of a notice to proceed** by DCA, recipient, sub-recipient, or contractor based on the policies established for the applicable DCA funding program.

**Step 3:** The sub-recipient or contractor must maintain compliance. If at any time a recipient, sub-recipient or contractor fails to bring the contract into compliance, DCA, recipient, the sub-recipient, or contractor must withhold all future payments until the contract is in compliance or until other penalties have been levied as stated below.

DCA, the recipient, sub-recipient, or the contractor shall execute these remedies to achieve compliance in this order:

- A. Based on the first observation or report of non-compliance with Section 3, the recipient, sub-recipient or contractor will be sent an e-mail by the compliance manager notifying them of their non-compliance issue. The recipient, sub-recipient or contractor will have until the next payroll or 10 business days, whichever is less, to bring the contract into compliance and/or justify in writing why they cannot meet compliance requirements.
- B. DCA, the recipient, sub-recipient or contractor must render a response to the violating party within 10 business days of receipt of the violating party's letter of reason for non-compliance. If DCA, the recipient, sub-recipient, or the contractor deems the reason to be unacceptable, at its option, DCA, the recipient, sub-recipient, or the contractor can extend the response period one time for up to 5 business days to allow the violating party to identify and secure other compliance options.
- C. If the violating party fails to take any corrective action to bring the contract into compliance within the allotted time, or DCA, the recipient, sub-recipient, or the contractor rejects any of the corrective plans and justifications for non-compliance, DCA, the recipient, sub-recipient, or the contractor will either terminate the contract immediately or impose liquidated damages equal to \$100 a day for every day out of compliance. At DCA's determination, any liquidated damages received must be paid to the recipient, sub-recipient or DCA, at DCA's determination, and be used to promote economic opportunities for Section 3 Residents and Business Concerns.
- D. .

DCA, the recipient, sub-recipient, or the contractor will hold **all funds due to the violating party until such time that a financial workout is completed.**

***Additionally the violating party may be banned by DCA, the recipient, the sub-recipient, and the contractor on future HUD funded projects.***

## Acquisition of Replacement Administrative Vehicle for City Manager

- Previously discussed at the May 23, 2022 Work Session
- Funding:
  - General Fund via GMA Lease
- Staff Recommendation:
  - Purchase vehicle from Prater Ford in the amount of \$31,175.34.



Where Georgia comes together.



# SOLUTIONZ

## Quotation

*Prepared for:*

**City of Perry**

**City Hall**

**Robert Smith**

1211 Washington Street  
Perry, GA 31069

Date: June 3, 2022

Georgia State Contract

99999-SPD-0000048-0010A

*Prepared by:*

Doug Wunsch | cell 478.365.7749

**Solutionz, Inc.**

1880 Enterprise Drive

Buford, GA 30518

phone 678.482.8010

Project Number: 2203838

Valid Until 6/17/2022

City of Perry  
1211 Washington Street  
Perry, GA 31069  
Robert Smith

To our valued customers:

Due to current worldwide component shortages coupled with increasingly challenging shipping and logistic backlogs, the pricing on this quote, along with the corresponding delivery costs and timeframes, are subject to frequent change and may be negatively impacted.

As a result of this market volatility, the prices and delivery times quoted herein will be valid for fourteen (14) days from issuance for any quote dated 5/1/2021 and after. Customers should request an updated quote prior to issuing a Purchase Order if greater than 14 days after the quotation date.

Solutionz is making every effort to ensure timely delivery of all goods and materials required to complete projects as scheduled. To this end, we strongly recommend ordering in advance and allowing Solutionz to procure your items and store them at our warehouse for a small fee. This allows Solutionz to prioritize your order with all suppliers during periods where we experience supply shortages; giving you the best opportunity to keep your project schedule on track and at the best possible price.

Thank you for your consideration and for trusting Solutionz with your order!

Sincerely,



Bill Warnick  
Chief Executive Officer  
Solutionz Inc.

**Solutionz, Inc.**  
 1880 Enterprise Drive  
 Buford, GA 30518  
 phone 678.482.8010  
 contact:

**City of Perry**  
 1211 Washington Street | Perry, GA 31069  
 City Hall  
 June 3, 2022

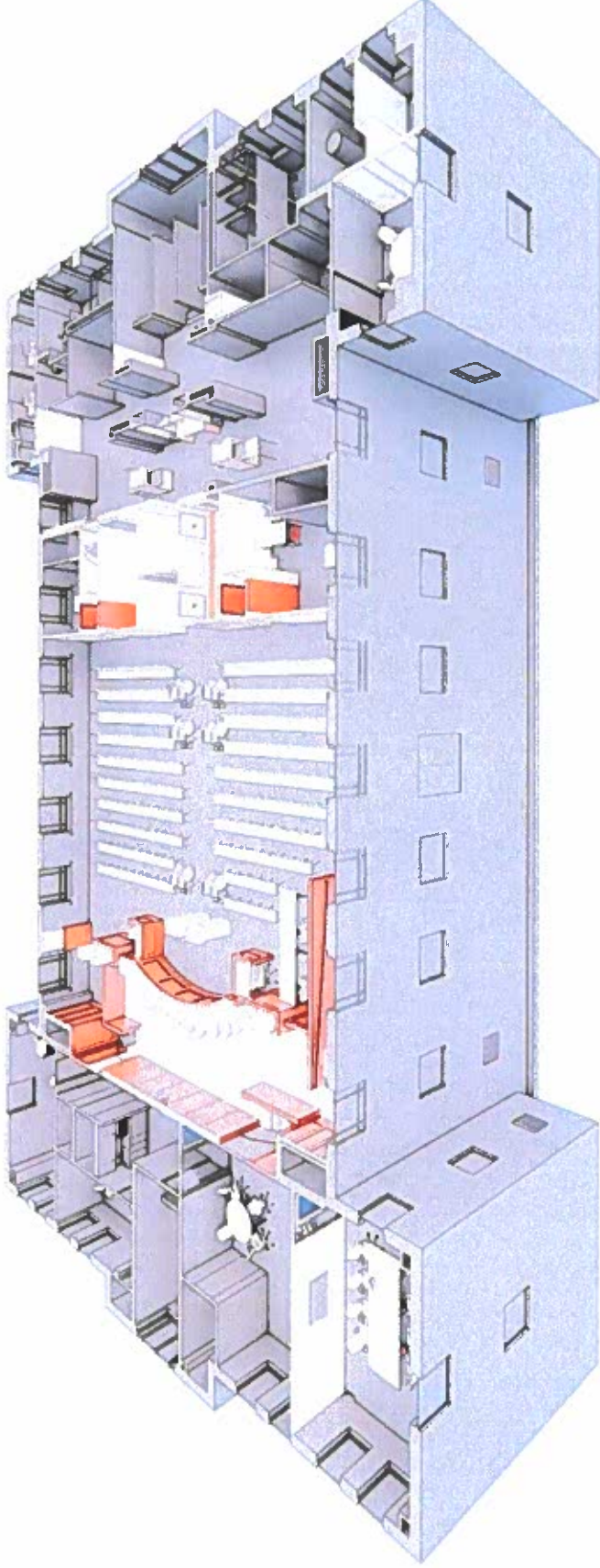
**Master Summary**

Ref	System Name	System Description	Equipment	Materials	Professional Services	G&A, Warranty and Freight	TOTAL	
1	Courtroom	Courtroom	\$ 91,667.00	\$ 6,843.00	\$ 45,004.00	\$ 4,827.00	\$ 148,341.00	
2	Council Chamber	Council Chamber	\$ 7,654.00	\$ 572.00	\$ 5,888.00	\$ 404.00	\$ 14,518.00	
3	Judge Chamber	Judge Chamber	\$ 4,222.00	\$ 317.00	\$ 3,788.00	\$ 223.00	\$ 8,550.00	
4					\$ -		\$ -	
<b>TOTALS</b>			<b>\$ 103,543.00</b>	<b>\$ 7,732.00</b>	<b>\$ 54,680.00</b>	<b>\$ 5,454.00</b>	<b>\$ 171,409.00</b>	
							Prime Call IM, 1 Year	\$ 6,060.00
							Sales Tax ( Rate: 0.000%)	\$ -
							Bond Not in Contract	\$ -
							Permit(s) Not in Contract	\$ -
<b>Grand Total (Base, Not Including Alternates)</b>							<b>\$ 177,469.00</b>	

**Alternates & Options**

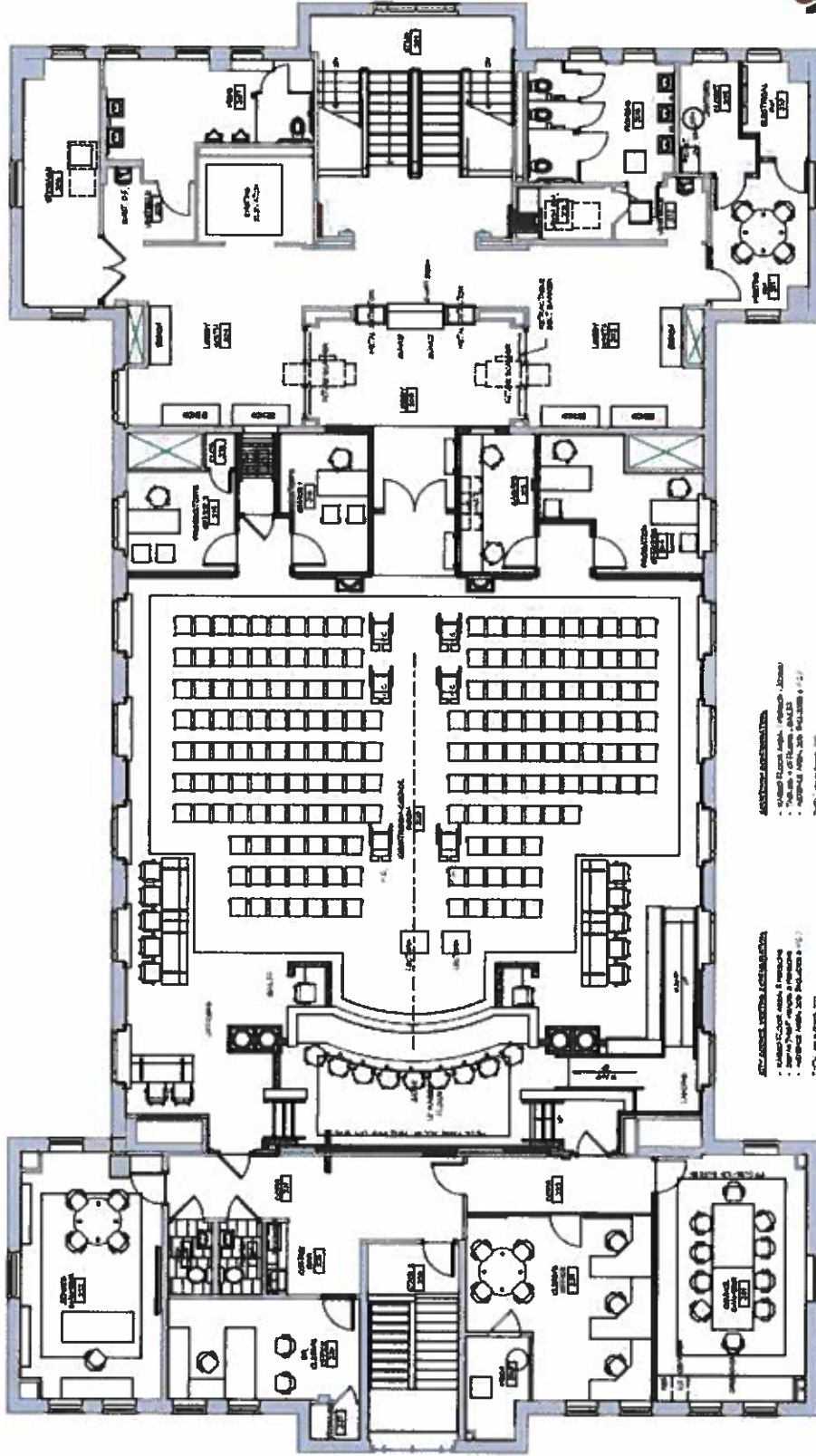
Not Including Tax, Prime Call, Permits or Bond

Ref	System Name	System Description	Equipment	Materials	Professional Services	INAME?	TOTAL
1					\$ -		\$ -
2					\$ -		\$ -
3					\$ -		\$ -
4					\$ -		\$ -



# **New City Hall Project Update & A/V Technology Request**

June 21, 2022



**MEETING ROOMS**

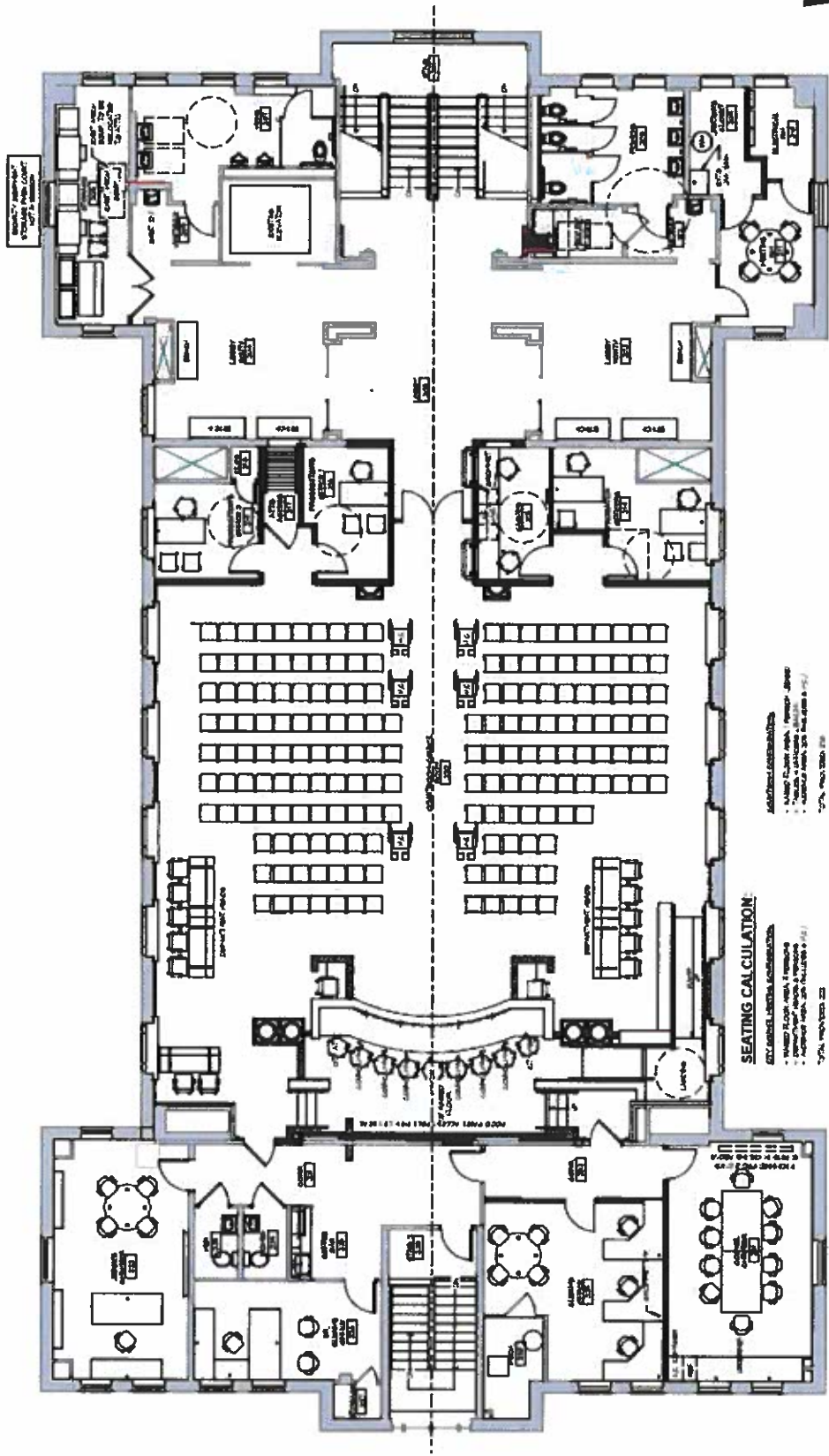
- 10' x 12' Meeting Room
- 12' x 14' Meeting Room
- 14' x 16' Meeting Room

**CONFERENCE ROOMS**

- 12' x 14' Conference Room
- 14' x 16' Conference Room
- 16' x 18' Conference Room



Where Georgia comes together.



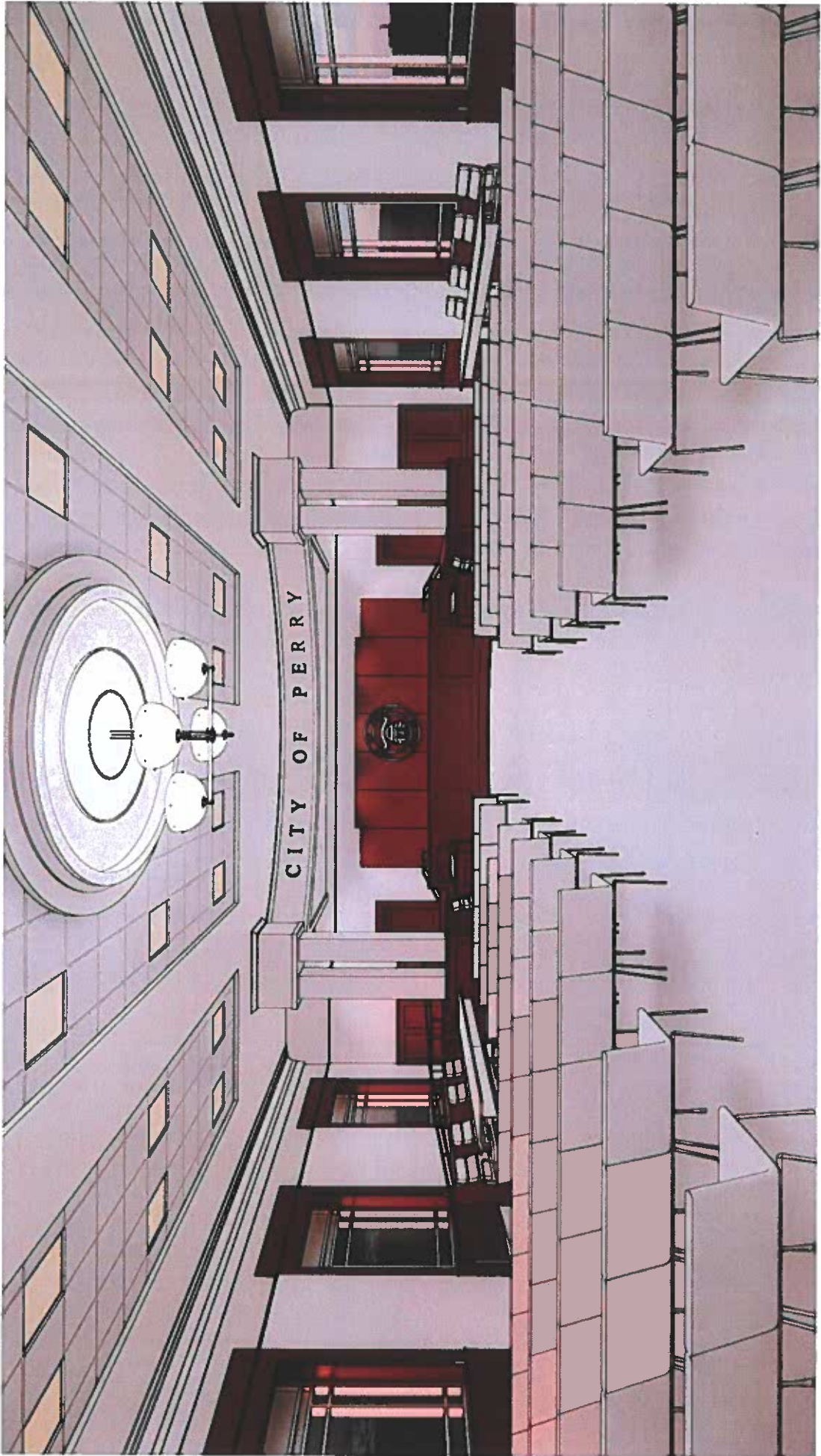
**SEATING CALCULATION**

- 1000 sq. ft. hall = 100 seats
- 2000 sq. ft. hall = 200 seats
- 3000 sq. ft. hall = 300 seats
- 4000 sq. ft. hall = 400 seats
- 5000 sq. ft. hall = 500 seats
- 6000 sq. ft. hall = 600 seats
- 7000 sq. ft. hall = 700 seats
- 8000 sq. ft. hall = 800 seats
- 9000 sq. ft. hall = 900 seats
- 10000 sq. ft. hall = 1000 seats

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- 9000 sq. ft. hall = 900 seats
- 10000 sq. ft. hall = 1000 seats

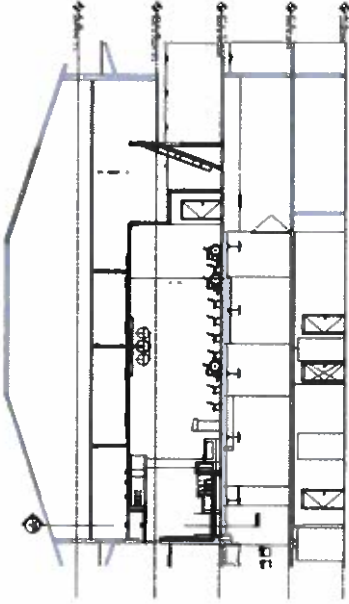


Where Georgia comes together.



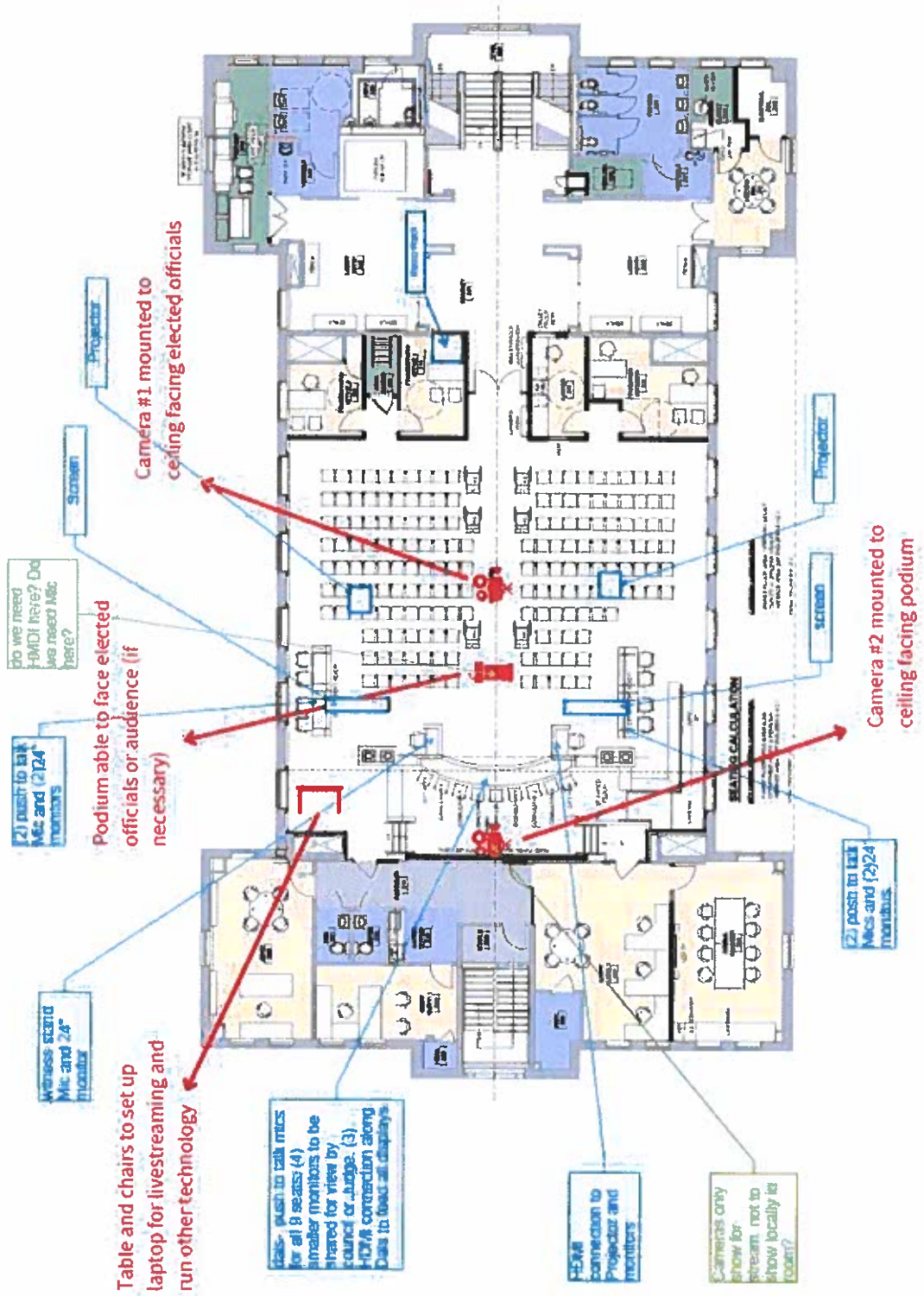
# New City Hall Project Status

- ✓ Design Development Complete
- ✓ Long Lead Items Ordered
- Construction Documents Underway – July 1
- Project Pricing Underway – July 6
- Guaranteed Maximum Price (GMP) – August 2



ITEM	BUDGET
Architectural Services	\$157,345.76
CMAR Services	\$213,287.29
Construction	\$2,075,412.75
Audio / Visual	\$75,000.00
Security (Convergent)	\$50,000.00
Telecom / Data	\$36,550.00
FF&E	\$152,513.00
	<b>\$2,760,108.80</b>





Camera #1 mounted to ceiling facing elected officials

Camera #2 mounted to ceiling facing podium

Podium able to face elected officials or audience (if necessary)

Table and chairs to set up for livestreaming and run other technology

do we need HDMI here? Do we need Mic here?

2) push to talk Mic and 12x24 monitors

2) push to talk Mic and 24\"/>

HDMI connection to Projector and monitors

Cameras only show for stream, not to show locally in room?

Screen

Projector

Screen

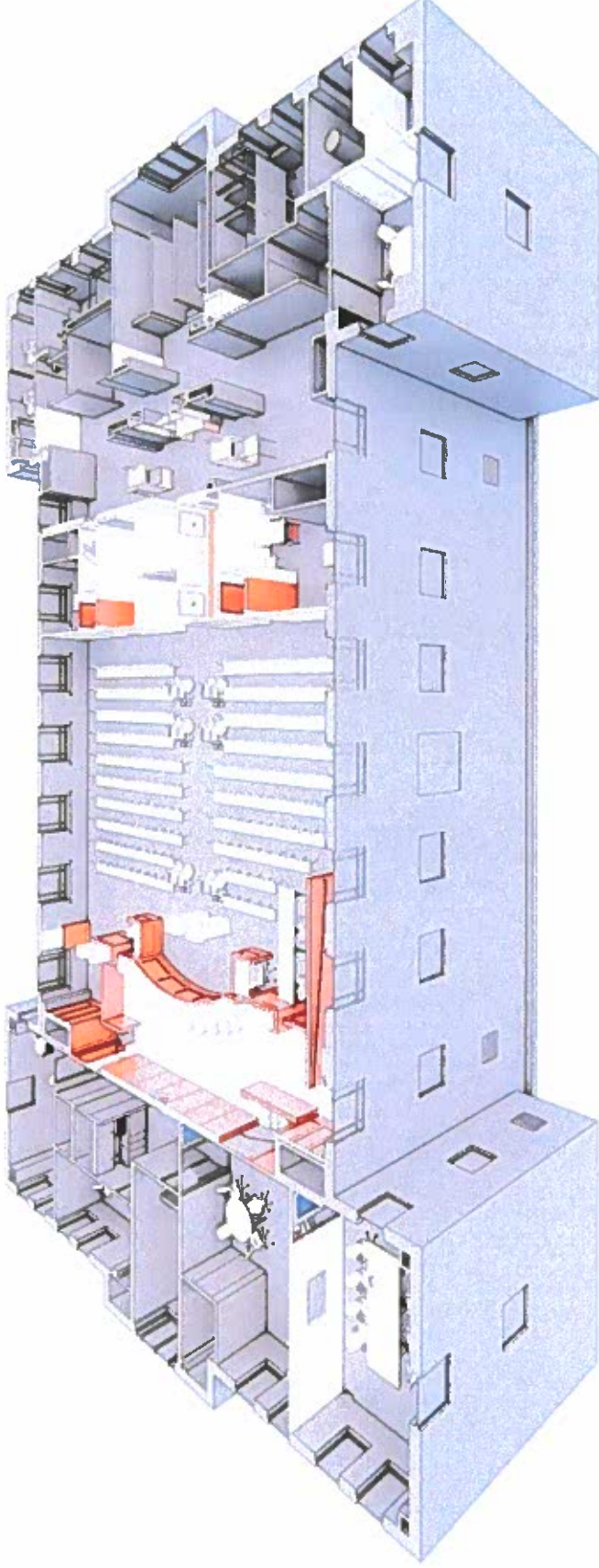
Projector

Screen

Projector

# A/V Technology Costs

System Name	System Description	Equipment	Materials	Professional Services	G&A, Warranty and Freight	TOTAL
Courtroom	Courtroom	\$91,667.00	\$6,843.00	\$45,004.00	\$4,827.00	\$148,341.00
Council Chamber	Council Chamber	\$7,654.00	\$572.00	\$5,888.00	\$404.00	\$14,518.00
Judge Chamber	Judge Chamber	\$4,222.00	\$317.00	\$3,788.00	\$223.00	\$8,550.00
Prime Call IM, 1 Year		\$103,543.00	\$7,732.00	\$54,680.00	\$5,454.00	\$171,409.00
Total (Base, Not Including Alternates)						\$6,060.00
Total (Base, Not Including Alternates)						\$177,469.00



# **New City Hall Project Update & A/V Technology Request**

June 21, 2022



Grantee agrees to maintain all Systems, including cables, wires, poles, pedestals and other usual fixtures and appurtenances in good condition, and Grantee shall repair and restore any damage to Grantor's real or personal property, restore all paving resulting from Grantee's construction, installation and/or maintenance of the Systems, or any use or presence surrounding the Property.

Grantor reserves the right to grant other easements or rights-of-ways upon, over across, through or under the easement property for utility, access or other purposes which do not unreasonably interfere with Grantee's easement hereunder. Grantor further reserves the right to construct any manner of things, including, but not limited to, roads, landscaping and signage or other items upon, over, across, through and under the Grantee's Systems, which do not unreasonably interfere with Grantee's easement hereunder.

Grantor further grants and conveys to Grantee the right, from time to time, to trim trees and underbrush that create obstructions to the non-exclusive utilization of the easement by Grantee; provided, however, any damage to the Property of Grantor caused by Grantee in maintaining or repairing said lines shall be borne by Grantee; provided, further, however, the Grantor shall have the right to request relocation of any underground facility from time to time at Grantor's expense; provided that such relocation continues to afford Grantee the use of Conduit System(s) on the Property.

It is specifically agreed that all Systems Facilities shall be located underground, with the exception of those pedestals and other fixtures that are necessary and are designed for above-ground location.

NOW THEREFORE, Grantor hereby warrants and represents that it is the fee simple owner of the Property and has the right and authority to make this Grant of easement. Grantor further covenants, that Hargray Communications Group, Inc., and its affiliates, success and assigns, subject to the terms and conditions of this instrument, shall peaceably and quietly enjoy the use of the easement herein granted in perpetuity without hindrance, objection or molestation.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Easement to be duly executed the day and year first above written.

WITNESSES:

GRANTOR: \_\_\_\_\_

\_\_\_\_\_  
First Witness

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Second Witness/Notary Public

STATE OF GEORGIA )  
 )  
COUNTY OF \_\_\_\_\_ )

**PROBATE**

**PERSONALLY** appeared before me the undersigned witness, and made that s/he saw the \_\_\_\_\_ within \_\_\_\_\_ named \_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_, sign and seal and deliver the within written instrument, and that s/he with the other witness, whose signature appears above, witnessed the execution thereof.

\_\_\_\_\_  
First Witness

**SWORN TO** before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
Easement and Access Area

All that certain piece, parcel, or tract of land containing (fill in legal)

This being the same property, or a portion thereof, as described by Deed (fill in derivation)

(Add Tax Map number)

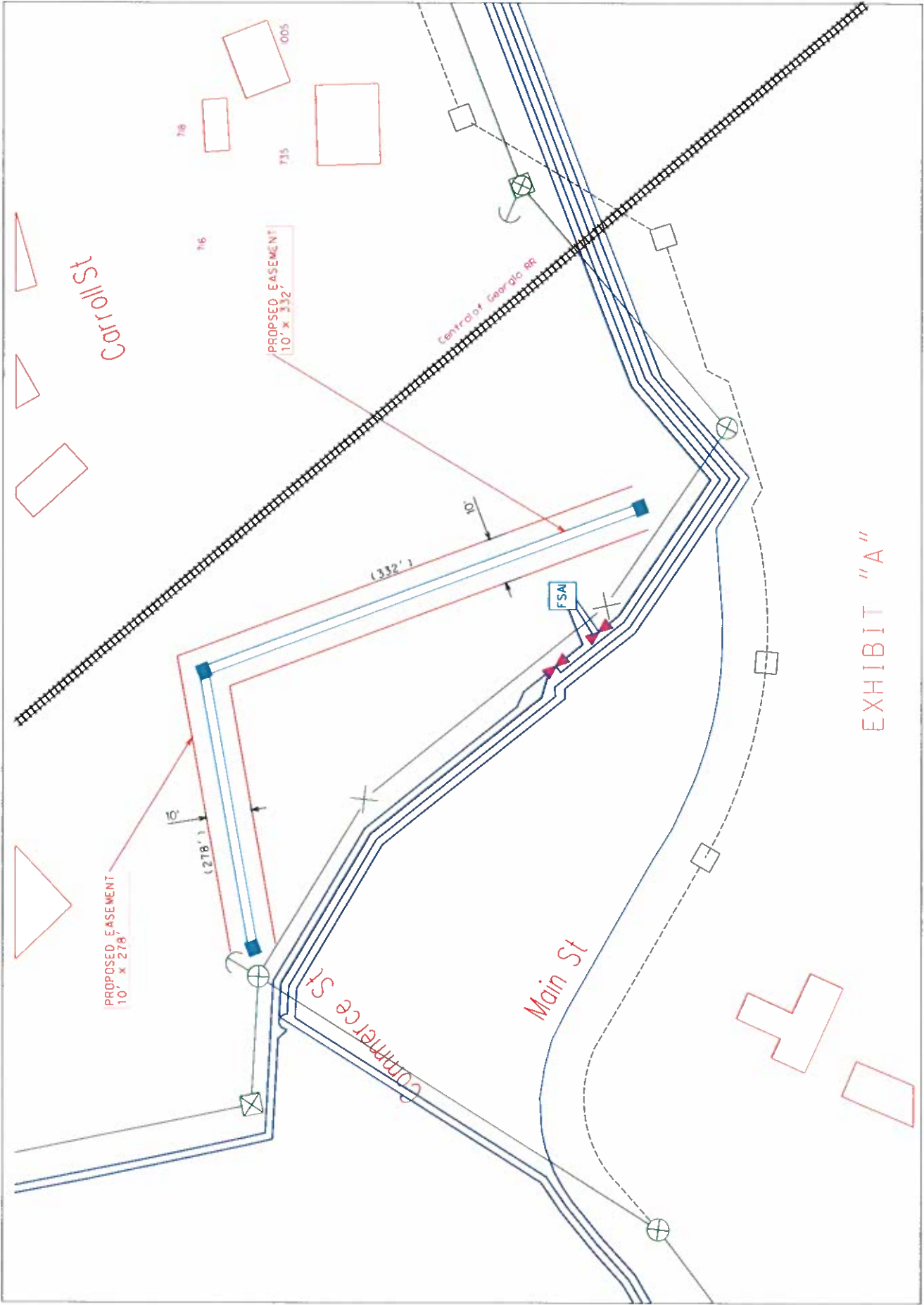


EXHIBIT "A"



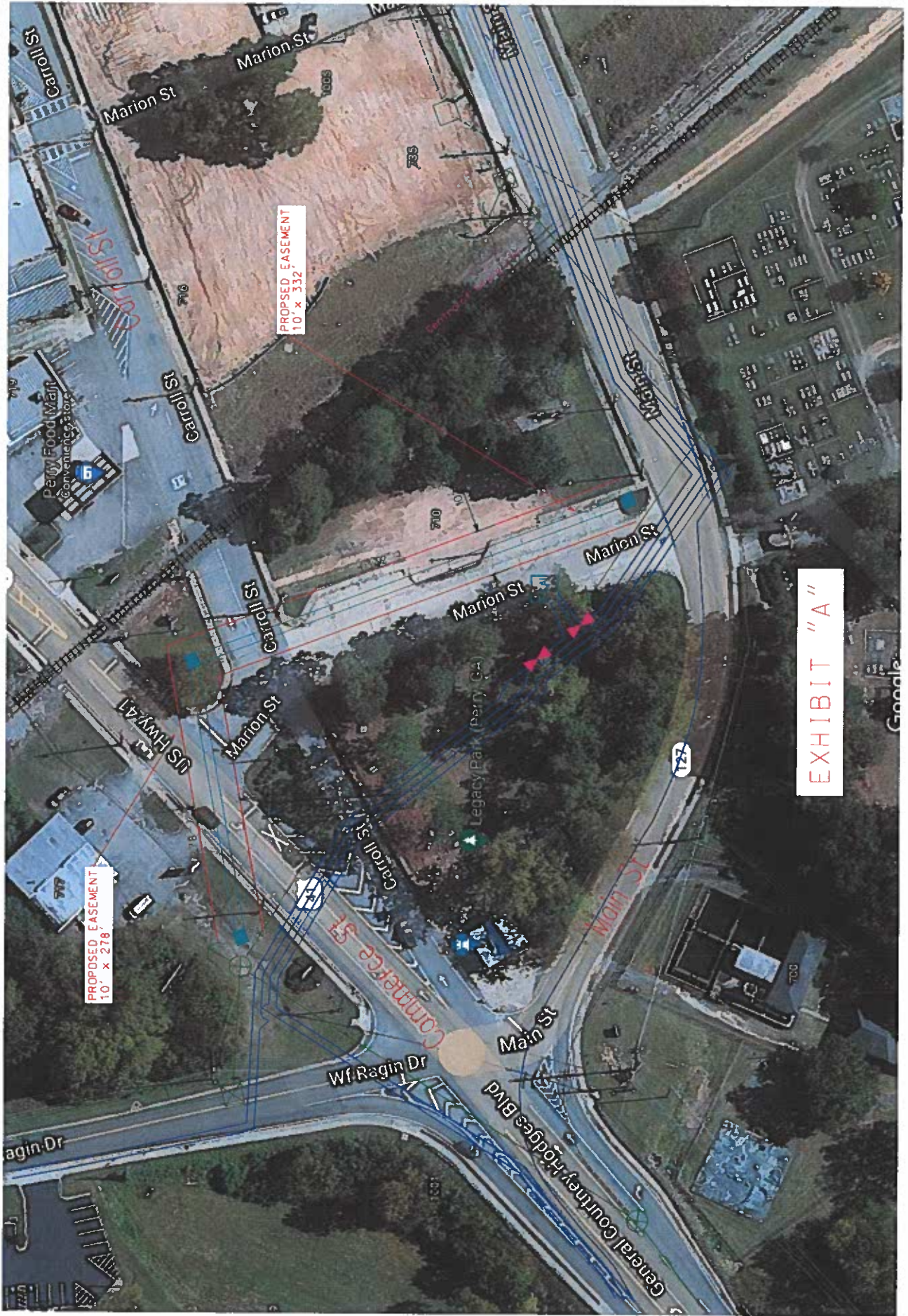


EXHIBIT "A"

