



# Agenda

City of Bainbridge, Georgia

Regular Session - Mayor and City Council

December 19, 2023 - 6:30 p.m. - City Council Chamber



- I. INVOCATION and PLEDGE TO THE FLAG
- II. APPROVAL OF MINUTES OF REGULAR SESSION – November 21, 2023
- III. RECOGNIZE VISITORS AND DELEGATIONS
- IV. PROCLAMATION
- V. CONSIDERATION OF SUBRECIPIENT AGREEMENT - CDBG DISASTER RELIEF
- VI. PUBLIC HEARING – AMENDMENT TO BUILDING CODES
- VII. CONSIDERATION OF AMENDMENT TO BUILDING CODES
- VIII. CONSIDERATION OF GEORGIA POWER AMI METERING SERVICES PROPOSAL
- IX. CONSIDERATION OF ALCOHOLIC BEVERAGE LICENSE APPLICATION RENEWALS
- X. CONSIDERATION OF PLANNING COMMISSION RECOMMENDATIONS
- XI. CONSIDERATION OF LEASES – *RDK Assets, Inc. dba RDK Truck Sales*
- XII. CONSIDERATION TO DECALRE SURPLUS
- XIII. ACCEPTANCE OF GEFA LOAN
- XIV. MAYORAL APPOINTMENTS
- XV. SPECIAL PRESENTATION – DCA PLANFIRST
- XVI. SPECIAL PRESENTATION – SHOTWELL STREET/SCOTT STREET

## Bids:

- |  |              |
|--|--------------|
| 1. Yancy CAT<br>CAT Model: 306 Excavator<br>Sourcewell Contract        | \$100,231.00 |
| 2. Georgia Fire and Rescue Supply<br>Turnout Gear – Fire<br>Canton, GA | \$48,380.54  |

**MINUTES**  
**CITY OF BAINBRIDGE, GEORGIA**  
**TUESDAY, NOVEMBER 21, 2023**  
**6:30 P.M.**

PRESENT: MAYOR EDWARD REYNOLDS, PRESIDING

COUNCIL MEMBERS: KEENAN ADAMS, GLENNIE BENCH, KREGG CLOSE,  
ROSLYN PALMER, SYLVIA WASHINGTON, AND DON  
WHALEY

CITY STAFF: CITY MANAGER CHRIS HOBBY, ALLIE GODWIN, STEVE  
O'NEIL, GABE MENENDEZ, LISA TAYLOR, CARRIE  
WALRATH, FRANK GREEN, RYAN WIMBERLEY, REDELL  
WALTON, CRYSTAL HINES, AND RANDEE EUBANKS

---

GUESTS: JACK PALMER, AUBREY ADAMS, JAYME SLATER,  
PEARCE AND CLAIRE VINSON, MIKE AND BECKY  
CAVERZASI, ROY ADAMS, MAGGIE ADAMS, MARGORIE  
CRAWFORD, MONICA EWING, SCOTT EWING, ALEX  
AND TAYLOR THAXTON, BRUCE KIRBO JR, CHIP PERRY,  
LINDA PERRY, PAUL FRYER, ELIZABETH WHALEY, AND  
TERRY THOMAS

ABSENT: NONE

**INVOCATION AND PLEDGE TO THE FLAG**

Councilwoman Washington gave the invocation and all those assembled pledged allegiance to the flag.

**APPROVAL OF MINUTES**

Upon a motion offered by Councilwoman Palmer and seconded by Councilwoman Washington, the Council voted 4-0 to approve the minutes from the October 17, 2023, council meeting as presented.

## **RECOGNIZE VISITORS AND DELEGATIONS**

Mayor Reynolds opened the floor for anyone to speak on an item. Mrs. Linda Perry of 1407 Lakewood Drive stepped forward to thank the council and others who helped with the Chason Park project as well as express her support for newly elected council member Keenan Adams. Mrs. Perry also asked the Council to consider opening a homeless shelter. Mayor Reynolds thanked Mrs. Perry for her comments. Hearing from no other citizen, Mayor Reynolds proceeded to the next item on the agenda.

## **SWEARING IN OF NEWLY ELECTED CITY COUNCIL MEMBER**

Judge David Kendrick performed the swearing-in ceremony for the City's newly elected Council member, Mr. Keenan Adams.

## **CONSIDERATION OF ALCOHOLIC BEVERAGE LICENSE APPLICATION**

City Manager Hobby presented the City Council with an Alcoholic Beverage License Application submitted by Mr. Stewart B. Reynolds, new owner of Westside Bait and Tackle, located at 812 Spring Creek Road. Mr. Hobby informed the Council that the application was in order and all requirements for approval had been met. Upon a motion offered by Councilwoman Bench and seconded by Councilman Adams, the council voted in a 5-0 decision to grant the applicants request for an Alcoholic Beverage License.

## **CONSIDERATION OF PLANNING COMMISSION RECOMMENDATIONS**

The Bainbridge – Decatur County Planning Commission met on Tuesday, November 14, 2023, and considered a Conditional Use Application.

**ITEM 1: CU-2023-007:** *Applicant Marjorie Crawford is requesting a conditional use for a Short-Term Rental at 302 Chason Park Dr. The property is 0.26 acres and is zoned Planned Unit Development (PUD).*

Upon a motion offered by Councilwoman Bench and seconded by Councilwoman Washington, the council voted 5-0 to accept the recommendations of the Planning Commission and approve the application as presented.

## **INTRODUCTION OF AMENDMENT TO BUILDING CODES**

City Manager Hobby presented an amendment to the City of Bainbridge building codes, stating the desire to adopt the 2020 National Electrical Code with 2021 Georgia Amendments as well as the 2018 Life Safety Code. Mr. Hobby stated this was the formal introduction of the amendment and a public hearing and formal adoption will be during the December 2023 council meeting.

## **CONSIDERATION OF MARINA RESTAURANT LEASE AGREEMENT**

Upon a motion offered by Councilman Whaley and seconded by Councilwoman Palmer, the council voted 5-0 to enter into a lease agreement with Ms. Christine Van Camp of Ono Kine Local Grindz LLC.

## **CONSIDERATION OF AMENDMENT TO FEE SCHEDULE**

City Manager Hobby presented an amendment to the City of Bainbridge's fee schedule. Mr. Hobby stated that the city currently offers a "Back Door Garbage Service" to elderly and/or disabled residents who are physically unable to get their 90-gallon garbage can to the street. Mr. Hobby stated that the policy requires a letter from a medical professional certifying the disability and that we charge \$5 for the service. Since the current policy is not written anywhere, and the \$5 charge is not included in the city's schedule of fees, Mr. Hobby is proposing to amend the schedule of fees to show that the city offers this service and that we set the charge for this service to \$0. The letter from a medical professional must be updated/renewed every 5 years. Upon a motion offered by Councilwoman Palmer and seconded by Councilwoman Washington, the council voted 5-0 at adopt the amendment to the fee schedule as presented.

## **CONSIDERATION OF GEORGIA POWER AMI METERING SERVICES**

### **PROPOSAL**

City Manager Hobby presented a proposal from Georgia Power to replace the city's utility meters. Following a brief discussion from the council, it was decided to table the item until the next meeting. City staff will bid the meters for direct purchase by the city so we can compare the Georgia Power pricing with a direct purchase price. (Councilman Kregg Close arrived during this time.)

## CONSIDERATION OF LIDAR SURVEY PROPOSAL

City Manager Hobby informed the council that it had been over 25 years since the city last completed a topographic survey of the entire city. Mr. Hobby stated that we are well overdue for new mapping since these studies are recommended every 10 years. The city received a quote from Carter and Sloope Engineering to complete the aerial LIDAR mapping of the city (13,000 acres) at a cost of \$330,000 pending council approval. Upon a motion offered by Councilwoman Bench and seconded by Councilwoman Washington, the council voted 6-0 to approve the quote by Carter and Sloope Engineering.

## CONSIDERATION OF RESOLUTION

City Manager Hobby presented the council with a resolution to allow the City Manager to execute a quitclaim deed between the city and the Army Corps of Engineers. This quick claim deed would then allow the Army Corps of Engineer to transfer 554.14+/- acres to the city. Upon a motion offered by Councilman Whaley and seconded by Councilwoman Palmer, the council voted 6-0 to approve the resolution.

## DIVISION PRESENTATION – ADMINISTRATIVE SERVICES

Mrs. Lisa Taylor, Director of Administrative Services, was before the Mayor and City Council to offer an update on the activities of this division over the preceding twelve months.

## CONSENT AGENDA

### *Bids:*

- |   |              |
|---|--------------|
| 1. Vermeer Southeast<br>Mini-Skid Steer<br>Marietta, GA   | \$70,929.83  |
| 2. Municipal Emergency Services (MES)<br>Fire Department – Breathing Apparatus<br>Sourcewell Contract | \$274,999.50 |
| 3. Quick Service Concrete<br>Hillside Retaining Wall<br>Bainbridge, GA                                | \$44,010.00  |

Upon a motion offered by Councilman Close and seconded by Councilwoman Washington, the council voted 6-0 to approve all three bids.

**ADJOURNMENT**

With there being no further business, Mayor Reynolds adjourned the meeting at 6:58 pm.

BY: \_\_\_\_\_  
EDWARD REYNOLDS, MAYOR

ATTEST: \_\_\_\_\_  
ALLIE GODWIN, COUNCIL CLERK

# *Proclamation*

## **THE LAYMEN BROTHERHOOD SECOND CHANCE OUTREACH CENTER, INC ANNUAL CHRISTMAS DINNER CELEBRATION**

**WHEREAS,** The Laymen Brotherhood Second Chance Outreach Center, Inc will hold their annual Christmas dinner celebration and toy give-away on Saturday, December 23, 2023, at the Joe L. Sweet, Jr. Community Center from 1:00 pm – 4:00 p.m.; and

**WHEREAS,** for the past 17 years several businesses, churches, families, as well as many others have supported The Laymen Brotherhood Second Chance Outreach Center's annual Christmas celebration; and

**WHEREAS,** The Laymen Brotherhood Second Chance Outreach Center graciously provides the at-risk youth within Decatur County a delicious dinner with fellowship to ensure a great Christmas; and

**NOW, THEREFORE BE IT RESOLVED,** that the Mayor and City Council of the City of Bainbridge, Georgia do hereby proclaim that They Laymen Brotherhood Second Chance Outreach Center, Inc. be commended for their efforts in making the youth positive, productive citizens; and

**BE IT FURTHER RESOLVED,** that the Mayor and City Council of the City of Bainbridge, Georgia do hereby offer our continued support and encouragement to The Laymen Brotherhood Second Chance Outreach Center, Inc.

**IN WITNESS WHEREOF,** I Edward Reynolds, Mayor of the City of Bainbridge, Georgia do hereby set my hand and have caused the official seal of the City of Bainbridge, Georgia, to be affixed this nineteenth Day of December, in the year of our Lord, Two Thousand Twenty-Three.



---

Edward Reynolds, Mayor

**ATTEST:**



---

Chris Hobby, City Manager

State of Georgia  
Fulton County

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY INFRASTRUCTURE  
PROGRAM**

**SUBRECIPIENT AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
AND  
CITY OF BAINBRIDGE**

THIS AGREEMENT is entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the Georgia Department of Community Affairs (hereinafter referred to as “Grantee” or “DCA”) and the City of Bainbridge (hereinafter referred to as “Subrecipient”), is for the provision of the Community Development Block Grant Disaster Recovery 2018 Infrastructure Program, as further defined in the “Exhibit A – Project Description and Deliverables.”

**I. RECITALS**

WHEREAS, Pursuant to Public Law (P.L.) 115-123 and the Federal Register Notice 85 FR 4681, dated January 27, 2020, the U.S. Department of Housing and Urban Development (“HUD”) has awarded forty-one million, eight hundred thirty-seven thousand dollars (\$41,837,000) in Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds to DCA for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the Grantee’s Action Plan (the “Action Plan”).

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to carry out a part of the Grantee’s Federal award by committing two million, three hundred sixteen thousand dollars (\$2,316,000.00) of the Grantee’s Federal award, pursuant to this Subrecipient Agreement (the “Agreement”).

WHEREAS, the CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee’s Federal award and the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter this Agreement, and the Subrecipient’s governing body has duly adopted the \_\_\_\_\_ dated \_\_\_\_\_, authorizing the Subrecipient to enter this Agreement with the Grantee, and by signing this Agreement, to assure the Grantee that it will comply with all the requirements of the subaward described herein.

NOW, THEREFORE, in consideration of the need for recovery from the FEMA Disaster Declaration DR-4400, and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

## II. GENERAL AWARD INFORMATION

The subaward from the Grantee to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a federal award described in Section I of this Agreement and creates a federal assistance relationship with the Subrecipient. This Agreement must be updated to reflect any changes to the federal award and the following award information.

Federal Award Date: January 19, 2021

Is this award for research and development: Yes  No

Subrecipient's Unique Entity ID: M8CDKK6JLKZ5

Amount of the Federal Award Committed to the Subrecipient by this Agreement: \$2,316,000.00

Total amount obligated by this and any other Agreement: \$2,316,000.00

## III. POINTS OF CONTACT

### Grantee:

Kathleen Tremblay  
(Name of primary contact)

Title: Program Manager, CDBG-DR

Grantee: Georgia Department of Community Affairs

Address: 60 Executive Park South, NE

City, State, ZIP: Atlanta, GA 30329

Telephone: 470-925-1342

### Subrecipient:

Edward Reynolds  
(Name of primary contact)

Title: Mayor

Subrecipient: City of Bainbridge

Address: 101 S. Broad St

City, State, ZIP: Bainbridge, GA 39818

Telephone: \_\_\_\_\_

Federal Award Identification Number: B-19-DV-13-0001

CFDA Number and Name: 14.228 Community Development Block Grants

## IV. TERM OF THE AGREEMENT AND PERFORMANCE PERIOD

This Agreement begins upon execution by both Parties (the "Effective Date") and will terminate, as mutually agreed upon by both parties, on the date that occurs three (3) calendar years following the Effective Date, unless otherwise terminated, as provided in this Agreement. If the Subrecipient requires a grant extension to complete its performance obligations pursuant to this Agreement, a written request for a grant period extension shall be sent to the Grantee. The grant

extension request by the Subrecipient shall be received by the Grantee no later than ninety (90) days prior to the termination of this Agreement. The extension request shall outline the reasons for the delay and provide a projected completion date. Grant extension approvals will be provided in the form of an award amendment.

This Agreement and its terms and conditions shall remain in effect during any period that the Subrecipient has control over CDBG-DR funds provided through this agreement, including program income as defined in 24 CFR 570.489(e).

## **V. SUBRECIPIENT PERFORMANCE**

The Subrecipient shall conduct, in a manner acceptable to the Grantee and pursuant to the terms of this Agreement, approved CDBG-DR Plan(s). The Subrecipient shall perform all activities in accordance with the terms of Exhibit A – Project Description and Deliverables; the Project Budget, referred to as Exhibit B; General and Special Conditions, referred to as Exhibit C; and the State and Federal Statutes, Regulations, and Policies listed in Exhibit D. The Subrecipient shall ensure that the plan(s) developed from the activities described in Exhibit A of this Agreement are completed in its entirety from the expenditure of funds under this Agreement. If the plan(s) described in Exhibit A are not completed in its entirety, the Subrecipient is subject to penalties, including repayment of any associated disallowed costs.

## **VI. REQUESTS FOR PAYMENTS AND DISBURSEMENT OF FUNDS**

The Grantee shall issue payments to the Subrecipient for eligible expenditures incurred by the Subrecipient pursuant to this Agreement. The Grantee shall review the reasonableness of each request for payment. In addition, the Grantee reserves the right to draw from and against funds otherwise available under this Agreement to pay for costs incurred by the Grantee on behalf of the Subrecipient.

Grantee will not approve payment for ineligible expenditures incurred by the Subrecipient that are inconsistent with this Agreement, federal statutes, regulations (including Cost Principles in 2 CFR 200, subpart E), or the terms and conditions of the Grantee's federal award, or that would otherwise result in the Grantee charging improper, unauthorized, or unallowable costs to the Grantee's federal award.

To request payment under this Agreement, the Subrecipient shall follow the processes outlined in the CDBG-DR Standard Operating Procedures Manual. Grantee will provide the CDBG-DR Standard Operating Procedures Manual to Subrecipient.

### **a. Cash Depositories**

Funds drawn under the CDBG-DR Program must be deposited as follows:

- A separate non-interest-bearing bank account ("Bank Account") must be maintained for the grant award. Only CDBG-DR funds should be deposited into

this Bank Account. Non CDBG-DR funds may be deposited into this Bank Account solely to meet any applicable minimum balance requirements.

- The Bank Account must be established in a financial institution with Federal Deposit Insurance Coverage (FDIC) and the balance exceeding the coverage must be collaterally secured.
- Consistent with the national goal of expanding the opportunities for minority and women owned business enterprises, Subrecipients are encouraged to use minority and/or women owned banks.

**b. Time period for Subrecipient to Disburse Funds**

The Subrecipient shall disburse all grant funds received from the Grantee no later than three (3) business days following the receipt of grant funds.

**VII. TIMELINESS STANDARDS AND CANCELLATION OF GRANT AWARD**

The Grantee reserves the right to cancel the grant award if sufficient progress is not being made toward completion of the project. If the following timeliness standards are not met, issued funds may be subject to de-obligation by Grantee:

- Submission of executed subrecipient agreement to Grantee within thirty (30) days of receipt;
- Submission of grant award packet to DCA within thirty (30) days of receipt;
- Draw down of all funds within three (3) calendar years of Effective Date of the Subrecipient Agreement.

In addition, the Grantee may cancel the grant award at any time if it becomes apparent to the Grantee that the Subrecipient has not initiated the administrative activities necessary to allow the project to proceed.

**VIII. PROGRAM INCOME**

Program income, as defined in 24 CFR 570.500(a), must be returned to the Grantee within thirty (30) days upon receipt by the Subrecipient.

**IX. PROHIBITED ACTIVITIES**

The Subrecipient may only carry out the activities pursuant in this Agreement. The Subrecipient shall prohibited from charging to the subaward the costs of CDBG-DR ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

**X. PERFORMANCE MONITORING & REPORTING**

**A. Reporting**

In addition to all deliverables and metrics specifically referenced in Exhibit A, the Subrecipient shall submit a minimum of four **(4)** quarterly progress and financial reports to the Grantee annually in the form, content, and frequency required by the Grantee. At a minimum, reports shall be submitted no less frequently than required by the regulations listed as 2 CFR 200.38, 24 CFR 570.507 and the applicable federal register notices.

The Subrecipient shall provide the Grantee with a final activity report upon completion of the project.

It is expressly understood and agreed by the parties that if the Subrecipient fails to submit to the Grantee in a timely and satisfactory manner any report required by this Agreement, the Grantee may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Subrecipient. If the Grantee withholds such payments, it shall notify the Subrecipient in writing of its decision and the reasons, therefore. Payments withheld from the Subrecipient by the Grantee pursuant to this Agreement may be held by the Grantee until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. Upon the Subrecipient's cure of the deficiency and Grantee's approval of the cure, payments to the Subrecipient shall resume pursuant to this Agreement.

The Subrecipient is required to immediately report to the Grantee any incident of criminal misapplication of funds associated with this contract. Upon receipt of a report of any incident of criminal misapplication of funds associated with this contract, Grantee's obligations pursuant to this Agreement shall be suspended pending a full investigation by DCA and the State of Georgia's Attorney General's Office.

#### **B. Monitoring**

The Grantee reserves the right to perform periodic on-site monitoring of the Subrecipient's and the compliance of any of the Subrecipient's lower-tier recipients with the terms and conditions and exhibits of this contract, and of the adequacy and timeliness of the Subrecipient's and any lower-tier recipient's performances under this contract. If deficiencies are detected by the Grantee during on-site monitoring of Subrecipient, the Grantee will notify the Subrecipient of corrective action to be undertaken. If action to correct such substandard performance is not taken in the timeframe specified in the notification by the Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG-DR funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

### **AMENDMENT AND TERMINATION**

#### **A. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are approved by the Grantee, and executed in any number of counterparts and by the parties hereto in separate counterparts, by a duly authorized representative of the Grantee and the Subrecipient. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to Exhibit A or C, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. The grant requirements may be amended from time to time by future Federal Register Notices. Additional or amended grant requirements published in the Federal Register apply even if this grant agreement is not updated.

#### **B. Suspension or Termination**

The Grantee may terminate this agreement, in whole or in part, upon **(30)** days' notice to the Subrecipient, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this agreement. Failure to comply with any terms of this agreement, include (but are not limited to) the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
- Ineffective or improper use of funds provided under this agreement; or
- Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Grantee retains the right to recover any improper expenditures from the Subrecipient. The Grantee may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or federal statutes, regulations or requirements. This Agreement may also be terminated in whole or in part by either the

Grantee or the Subrecipient, or based upon agreement by both the Grantee and the Subrecipient in accordance with the requirements in 2 CFR part 200, subpart D.


#### **XI. MISCELLANEOUS**

- a. Communications and correspondence under this Agreement may be conducted via email, facsimile, post, meetings and/or teleconferences. Communications preferences include: email, post, meetings and/or teleconferences.
- b. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them; and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein.
- c. This Agreement may not be modified or altered except in writing by an instrument duly executed by authorized officers of the parties. No other terms and conditions, oral or written, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the parties, unless and until such terms and conditions shall have been specifically accepted in writing by the parties.
- d. This Agreement does not create a partnership, joint venture, or in any other way classify the Grantee as a party to the Subrecipient's activities/projects.
- e. In the event of legal dispute of the terms contained herein, this Agreement shall be governed by, construed and applied in accordance with the laws of the state of Georgia.
- f. The Subrecipient may not delegate or contract to any other party any inherently governmental responsibilities related to management of the funds, such as, but not limited to, auditing and oversight of consulting services and contractors, policy development, and financial management.
- g. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
- h. The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect the meaning of interpretation of this Agreement

Signature Page

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties have caused this Agreement to be executed by their duly authorized undersigned officials on the day, month, and year last written below.

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**

By:   
G. Christopher Nunn (Aug 4, 2023 09:26 EDT)  
\_\_\_\_\_  
(Signature)

Name: G. Christopher Nunn

Title: Commissioner

Date: 08/04/2023

---

**CITY OF BAINBRIDGE**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Executive Director)

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Authorized Personnel)

Countersigned: \_\_\_\_\_  
(Authorized Personnel)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: \_\_\_\_\_

## Exhibit A – Project Description and Deliverables

---

### Project Description

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Georgia to be distributed in the Most Impacted and Distressed (MID) zip codes and counties declared eligible for Federal Emergency Management Agency (FEMA) Individual and Public Assistance. These funds are to be used for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq) and described in the State of Georgia Action Plan for Disaster Recovery. Funds will be used to contribute to infrastructure efforts that will mitigate against future disasters. Eligible recipients are those communities that received FEMA assistance (IA/PA) as a result of DR-4400 occurring on October 10, 2018.

1. The City of Bainbridge’s focus is reworking antiquated lift stations and equipping them with permanent power generation.

2. Hurricane Michael interrupted the normal operation of the city’s wastewater collection system and damaged components of the system within zip code 39817. There are sixteen wastewater pumps located within this area. Collectively, these stations serve a population of 8,180 persons in six Census Block Groups. The population is 54.95 percent low-moderate income.

### Project Schedule:

The Subrecipient shall complete the activities required under this agreement in accordance with the following timeframes and performance goals associated with each of the activities:

- |                           |                                |
|---------------------------|--------------------------------|
| ▪ Grant Award             | April 2023                     |
| ▪ Environmental Review    | May 2023 - June 2023           |
| ▪ Engineering Fieldwork   | April 2023 - November 2023     |
| ▪ Project Design          | September 2023 - November 2024 |
| ▪ Bidding and Contracting | November 2024 – January 2025   |
| ▪ Construction            | February 2025 – March 2026     |
| ▪ Administrative Closeout | March 2026                     |

### Line Item Budget:

The Subrecipient may contract for administrative support but may not delegate or contract to any other party any inherently governmental responsibilities related to management of the grant, such as oversight, policy development, monitoring, internal auditing, and financial management.

**Performance Goals and Timelines**

The Subrecipient shall complete the activities required under this agreement in accordance with the following timeframes and performance goals associated with each of the activities:

Train Case Managers: within three months of the award.

Begin Providing Direct Legal Services: as intake centers are established by the DCA procured Vendor.

**\*National Objectives**

The Subrecipient must ensure all activities funded with CDBG-DR funds meet the criteria for one of the CDBG-DR program's National Objectives, as defined in 24 CFR 570.208.

**Exhibit B – Project Budget**

---

Georgia Department of Community Affairs (DCA)  
Community Development Block Grant Disaster Recovery Program  
Infrastructure Program

BUDGET SUMMARY

Recipient: City of Bainbridge      Grant Number: 18DR-INF-2-002

CDBG-DR BUDGET

| <b>Activity Code</b> | <b>Description</b>                    | <b>Activity Budget</b> |
|----------------------|---------------------------------------|------------------------|
|                      | Administrative & Legal Expenses       | \$90,000.00            |
|                      | Architectural & Engineering Fees      | \$180,000.00           |
|                      | Construction                          | \$ 2,046,000.00        |
|                      | Total CDBG-DR Budget: \$ 2,316,000.00 |                        |

## **Exhibit C – General and Special Conditions**

---

**01.** The Subrecipient agrees and certifies that for all activities and endeavors carried out in concert with CDBG-DR monies, the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated will be strictly adhered to and followed.

**02.** The Subrecipient agrees that should any new or additional requirements become applicable as a result of directives by the Department of Housing and Urban Development (HUD), that it will take all steps necessary to comply.

**03.** Environmental Review Requirement: No project expenditures may be incurred, or any CDBG-DR funds drawn down for any activity (other than for grant administration, design activities and other exempt activities) prior to receipt of an environmental clearance letter releasing funds.

**04.** The Grantee reserves the right to cancel a Subrecipient Grant Award if sufficient progress is not being made toward completion of the project. CDBG-DR representatives will conduct on-site monitoring visits with each Subrecipient. The Grantee will also monitor the financial progress as the draw requests are sent to the Grantee. If sufficient progress is not being made, CDBG-DR program staff will notify the Subrecipient in writing detailing the lack of progress, possible corrective actions, possible conditions (if necessary), and the date which the Grantee will re-evaluate the progress. If the Subrecipient is unable to get back on track, the funds will be reprogrammed. Actions will be consistent with 2 CFR 200.338 and 2 CFR 200.207. In addition, the Subrecipient Grant Award may be canceled at any time if it becomes apparent to the Grantee that the Subrecipient has not initiated the administrative activities necessary to allow the project to proceed.

**05.** The Subrecipient acknowledges that the Grantee is not responsible for funding any non-eligible CDBG-DR project costs. The Subrecipient further attests that it will not approve non-eligible CDBG-DR project costs.

**06.** The Subrecipient, by signing these Conditions, is certifying that it will comply with the requirements of O.C.G.A. 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, defined in U.S.C. Section 1611, that is administered by an agency or a political subdivision of this state.

**07.** The Subrecipient, by signing these conditions, is certifying that it will comply with the requirements of O.C.G.A. 13-10-90 entitled "Security and Immigration Compliance". This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

08. In addition to meeting Section 3 requirements as required by law and regulation (see Housing and Urban Development (HUD) Act of 1968 and implementing regulations at 24 CFR 135), the Subrecipient agrees to meet all requirements as stated in the Grantee's Section 3 Policy.

09. If program income, as defined in 24 CFR 570.500(a), is produced, the Subrecipient must transfer all Program income back to the Grantee. The Subrecipient will be required to submit an annual report detailing program income received. If this certification is not submitted, the Grantee reserves the right to hold draw requests submitted by the Subrecipient until the certification is completed and program income is returned to the Grantee. The Grantee's CDBG-DR Program Income Policy is detailed in the CDBG-DR Standard Operating Procedures.

## **Exhibit D – State and Federal Statutes, Regulations, and Policies**

---

The CDBG-DR funds available to the Subrecipient through this agreement constitute a sub-award of the Grantee's federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

### **A. General Compliance**

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, 83 FR 5844 and 83 FR 40314. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of the Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

### **B. Duplication of Benefits**

The Subrecipient shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the Grantee, which are: 84 FR 28836, 83 FR 40314, and 83 FR 5844.

The Subrecipient shall carry out the activities under this agreement in compliance with the Grantee's procedures to prevent duplication of benefits.

#### C. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

#### D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Subrecipient shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

1. Financial Management - The Subrecipient shall expend and account for all CDBG-DR funds received under this agreement in accordance with 2 CFR Part 200, Subpart F.
2. Cost Principles - Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement, except for the following:
  - Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency
  - Fines penalties, damages, and other settlements are unallowable costs to the CDBG program
  - Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445)
  - Organization costs (2 CFR 200.455)
  - Pre-Award Costs, as allowable under the Grantee's Action Plan and limited by this agreement

#### F. Documentation and Record Keeping

1. Record Keeping and Access to Records

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient and its' subrecipients, contractors, and consultants complied with this agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee's Federal award and (2) satisfy

recordkeeping requirements applicable to the Grantee. The Subrecipient agrees that all books, records and accounts relating to this award shall be separate from any general accounting records which the Subrecipient may maintain in connection with the Subrecipient's general business activities.

Such records may include: records providing a full description of each activity undertaken; records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; records required to determine the eligibility of activities; records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; financial records as required by 24 CFR 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements, labor standards, and other records necessary to document compliance with this agreement, any other applicable federal statutes and regulations, and the terms and conditions of Grantee's Federal award.

Subrecipient agrees that the Grantee, the State of Georgia Inspector General, HUD, the HUD Inspector General, 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 Subrecipient for any purpose authorized under law or regulation. Such rights to access shall continue as long as the records are retained by the Subrecipient. The Subrecipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Georgia Open Records Act (excluding information identified as PII see 50-18-72).

Public disclosure shall not be required for records that are specifically required by federal statute or regulation to be kept confidential. The Subrecipient shall include the substance of this section in all subcontracts.

## 2. Record Retention and Transmission of Records to the Grantee

Prior to close-out of this agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this agreement met the requirements of the federal award.

The Subrecipient must maintain financial records, supporting documents, statistical records and all other records pertinent to the CDBG-DR award for a period of three (3) years following the submission of the Grantee's final quarterly report. Upon submission of the last quarterly report, the Grantee will inform the subrecipient of the submission and remind them of the three-year record retention requirement. Exceptions to this requirement are listed in 2 CFR 200.333.

## 3. Client Data and Other Sensitive Information

The Subrecipient is required to maintain data demonstrating client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. The Subrecipient must comply with the Grantee's Procedures to Protect Personally Identifiable Information (PII) for the CDBG-DR Program (Exhibit F).

#### G. Close-out

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this agreement, the Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds shall be treated in accordance with 24 CFR 570.503(b)(7).

#### H. Audits

1. Subrecipients must contract for annual independent audits of their financial operations, including compliance with Federal and State law and regulations. The contracts for independent audit must be done in accordance with 2 CFR Part 200, Subpart F, if the following circumstances occur:
  - If the Subrecipient expends \$750,000 or more in a year in total federal funds (CDBG-DR plus any other federal funds), they must submit an annual audit that should be made in accordance with 2 CFR Part 200, Subpart F. This audit should also include a Project Cost Schedule and a Source and Application of Funds Schedule.
  - A copy of all audit reports shall be provided by the Subrecipient to the Grantee no later than 30 days after issuance of the reports and no later than one year plus 30 days after the end of the audit period.
2. Subrecipients that expend less than \$750,000 in a year in total federal (CDBG-DR plus any other federal funds) awards are exempt from Federal (but not State of Georgia) audit requirements for that year. CDBG-DR funds may be used for paying for these financial schedules.
3. Small business concerns and business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity

to participate in the performance of contracts for audit services awarded with CDBG-DR funds. Subrecipients shall take the following affirmative action to further their goal:

- Assure that audit firms owned and controlled by socially and economically disadvantaged individuals as defined in PL 95-507 are used to the fullest extent practicable.
  - Make information on forthcoming opportunities available and arrange timeframes for the audit so as to encourage and facilitate participation by small or economically disadvantaged firms.
  - Consider in the contract process whether firms competing for larger audits intend to subcontract with small or economically disadvantaged firms.
  - Encourage contracting with small or economically disadvantaged audit firms which have traditionally audited government programs, and in such cases where this is not possible, assure that these firms are given consideration for audit subcontracting opportunities.
  - Encourage contracting with consortiums of small or economically disadvantaged audit firms when a contract is too large for an individual small or economically disadvantaged firm.
  - Use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration in the solicitation and utilization of small or economically disadvantaged audit firms.
4. Audits must include an examination of internal control systems established to ensure compliance with laws and regulations affecting the expenditure of CDBG-DR funds, financial transactions, and accounts and financial statements, and reports of Subrecipient organizations. These examinations are to determine whether:
- There is effective control over and proper accounting for revenues, expenditures, assets and liabilities.
  - The financial statements are presented fairly in accordance with generally accepted governmental accounting principles.
  - The quarterly reports to the Grantee and claims for advances contain accurate and reliable financial data and are presented in accordance with the terms of applicable agreements.
  - CDBG-DR funds are being expended in accordance with the terms of the grant award and those provisions of Federal and State law or the Grantee's regulations that could have a material effect on the financial statements.
5. In order to accomplish the purposes set forth above, a representative number of charges to the CDBG-DR award shall be tested. The test shall be representative of all cost categories that materially affect the award. The test is to determine whether the charges:

- Are necessary and reasonable for the proper administration of the program.
  - Conform to any limitations or exclusions of the CDBG-DR award itself.
  - Were given consistent accounting treatment and applied uniformly to both CDBG-DR assisted and other activities of the Subrecipient.
  - Were net of applicable credits.
  - Did not include costs properly chargeable to other programs.
  - Were properly recorded (i.e., correct amount and date) and supported by source documentation.
  - Were approved in advance if subject to prior approval.
  - Were allocated equitably to benefiting activities, including non-CDBG-DR activities.
6. Audits should be conducted annually. If an acceptable annual audit is completed within a short period of time prior to close-out of a CDBG-DR program, the Grantee will request payment documentation of the unaudited funds and then formally close the grant.
7. If the auditor becomes aware of irregularities in the subrecipient organization, the auditor shall promptly notify the Grantee and Subrecipient management officials above the level of involvement. Irregularities include such matters as conflicts of interest, falsification of records and reports, and misappropriation of funds or other assets.
8. The annual audited financial statements shall include:
- A statement that the audit was conducted in accordance with 2 CFR Part 200, Subpart F.
  - Financial statements, including the schedule of expenditures of Federal awards, including footnotes, of the Subrecipient organization.
  - The auditor's report on the financial statement which should:
    - Identify the statements examined and the period covered.
    - State that the audit was done in accordance with the Generally Accepted Government Auditing Standards.
    - Express an opinion as to whether the financial Statements of the Federal program is presented fairly in all material respects in conformity with the stated accounting policies.
    - Report on internal controls related to the Federal program, which shall describe the scope of testing of internal control and the results of the test.
    - Report on compliance which includes an opinion as to whether the audit is in compliance with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on the Federal program.
    - Include a schedule of findings and questioned costs for the Federal Program.
    - Identify the major programs.
    - State the dollar threshold used to distinguish between programs.
    - Determine whether the audit qualifies as a low-risk audit.

9. The auditor's reports on compliance and internal control should:
- Include comments on weaknesses or noncompliance with the systems of internal control, separately identifying material weaknesses.
  - Report the scope of testing of internal control and the results of the tests, and where applicable, a separate schedule of findings and questioned cost.
  - Include statement that the audit is in compliance with laws, regulations, and the provisions of contracts or grant agreement that could have a direct and material effect on each major program according to the Federal and State law and where applicable, a separate schedule of findings and questioned cost.
  - Provide a Summary Schedule of prior audit findings that report the status of all audit findings included in the prior audit's schedule of findings and questioned costs relative to Federal awards. The Summary Schedule shall also include audit findings reported in the prior audit's schedule of prior audit findings except audit findings listed as corrected.
  - When audit findings were fully corrected, the summary schedule need only list the audit findings and state which corrective action was taken or provide a statement of planned actions taken by Subrecipient.
  - A Source and Application of Funds schedule and a Project Cost schedule for all CDBG-DR funds. The appropriate grant numbers should also be shown. Please note that if the city/county's total federal expenditures meet or exceed the guidelines of 2 CFR Part 200, Subpart F, (\$750,000), the Federal Schedule of Financial Assistance can be substituted for the Source and Application Schedule.
  - Comments on the accuracy and completeness of financial reports and claims for advances or reimbursement to the Grantee.
  - Comments on corrective action taken or planned by the Subrecipient.
10. Work papers and reports must be retained for a minimum of three years from the date of the audit report, unless the auditor is notified in writing by the Grantee of the need to extend the retention period. The audit work papers must be made available upon request of the Grantee or its designees and the General Accounting Office or its designees.
11. When an audit discloses significant findings, the Subrecipient will be called upon by the Grantee to take corrective action. Depending upon the nature of the inadequacies, Drawdown of Funds, Final Close-Out or subsequent award of the CDBG-DR program may be delayed or denied until corrective action has been taken.

#### I. Inspections and Monitoring

Subrecipients must constantly monitor performance to ensure that time schedules are being met, projected milestones are being accomplished, federal and state requirements are being followed, and other performance goals are being achieved. Problems, delays, or adverse conditions affecting the Subrecipient's ability to meet grant objectives or time schedules should

be reported to the Grantee. The Subrecipient may report these matters via the Quarterly Report form or may contact the Grantee, as appropriate, at any other time.

The Grantee will conduct monitoring visits, as necessary, to provide technical assistance and to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement. In addition to providing technical assistance, the Grantee will, at appropriate times during program activities, review Subrecipients' records to ensure that all applicable state and federal requirements are being met. The Grantee's emphasis will be on preventing and correcting problems before they develop into serious obstacles to program implementation. These reviews include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521.

The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements.

#### J. Corrective Actions

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, the Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. The Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2).

#### K. Procurement and Contractor Oversight

In accordance with 24 CFR 570.489(g), the Grantee has chosen to follow its own procurement policies and procedures for procurement of goods and services procured directly by the Grantee that is paid for in whole or in part with CDBG-DR funds. The Subrecipient and its contractors must follow the Grantee's CDBG-DR Procurement Policies.

The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 CFR 570.609. CDBG-DR funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

The Subrecipient must inform the Grantee of all contracts procured for the CDBG-DR program. The Grantee is required to post a summary of all contracts procured on its public website.

#### L. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.505.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), and except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

#### M. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information..

#### N. Nondiscrimination

##### 1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 and the Georgia Fair Housing Act. Both Acts provides that no person in the United States shall, on the ground of race, color, national origin, age, religion, disability, sex, or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act)

and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions: Georgia Handicap Accessibility Law (OCGA, Title 30, Chapter 3) intends to eliminate, insofar as possible, unnecessary physical barriers encountered by persons with disabilities or elderly persons whose ability to participate in the social and economic life of this state is needlessly restricted when such persons cannot readily use government buildings, public buildings, and facilities used by the public.

4. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

- General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 CFR 570.601 and 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

- Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to 2 CFR part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the subrecipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient under this Agreement, the instrument affecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall

contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

## 5. Affirmative Action

- Executive Order 11246

The Subrecipient agrees that it shall carry out non-discriminatory practices in hiring and employment on the part of U.S. government contractors to maintain compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR part 60, as required.

### Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

- Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

## P. Labor and Employment

### 1. Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and it's implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

Q. Section 3 of the Housing and Urban Development Act of 1968

1. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- The work to be performed under this contract 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers'

representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## R. Conduct

### 1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

### 2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h). DCA's Conflict of Interest Policy and Procedures are attached as Exhibit E.

### 3. Lobbying Certification

The Subrecipient hereby certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- It shall require that the language of paragraph (a) through (d) 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; and
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 4. Whistleblower Act Certification

The Subrecipient hereby certifies that:

- Subrecipient has notified its employees and subcontractors of the protections under the Whistleblower Act 41 U.S.C. § 4172 and O.C.G.A. § 45-1-4 by:
  - Providing a written copy of the Whistleblower Acts
  - Communicating the methods employees/subcontractors may use to disclose information that an employee reasonably believes is evidence of:
    - Gross mismanagement or waste of a federal contract or grant;
    - An abuse of authority relating to a federal contract or grant (defined as an arbitrary and capricious exercise of authority that is inconsistent with the mission of the federal awarding agency)

concerned or the successful performance of a contract or grant of such agency);

- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- Subrecipient affirms it has not and will not discharge, demote or otherwise discriminate against an employee/subrecipient for disclosing information outlined in the preceding bulleted list.

#### S. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

#### T. Change of Use of Real Property Rule

The Grantee and Subrecipient are subject to the waiver and alternative requirement applicable to the use of real property rule as defined by 24 CFR 570.489(j).

#### U. OTHER REQUIREMENTS IMPOSED BY GRANTEE

1. The Subrecipient shall comply with the Grantee's procurement policy. The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities (24 CFR 570.489(l), pursuant to which CDBG-DR funds must not be provided to excluded or disqualified persons and provisions addressing bid, and performance bonds, if applicable, and liquidated damages. All Subrecipients shall be monitored for compliance.
2. In accordance with Federal, State, and local laws, regulations, HUD Notices, program guidelines, and the policies and procedures to be issued by the Grantee, the Subrecipient will monitor any and all sub-subrecipient efforts on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to address areas of noncompliance. Information detailing credible evidence of fraud, waste, or abuse shall be immediately reported to the Grantee, followed by a written report within ten (10) calendar days.
3. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, or audit the operational and financial performance or records of work performed under this contract.
4. The Subrecipient shall comply with State of Georgia Action Plan for CDBG Disaster Recovery, this contract, and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this contract.

5. The Subrecipient shall include in any subcontracts that failure to adequately perform under this contract may result in penalties up to and including debarment from performing additional work for the Grantee.

#### VI. MISCELLANEOUS AGREEMENT PROVISIONS

1. **Binding Effect.** This Agreement and all of its terms, including recitals, shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns subject, however, to the limitations contained in this Agreement. See section VI.13 regarding assignability.
2. **Authority Liability.** All covenants, agreements, and obligations (collectively hereinafter referred to as "Covenants") of the Grantee contained in this Agreement shall be effective to the extent authorized and permitted by applicable law as it exists on the date hereof. No such Covenant shall be deemed to be a Covenant of any present or future director, officer, agent, or employee of DCA, the State of Georgia, or any agency or political subdivision thereof in other than his/her official capacity, and neither the directors of DCA nor any official executing this Agreement, nor any official, employee, or agent of DCA, the State of Georgia, or any agency or political subdivision thereof, shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the Covenants of DCA contained in this Agreement.
3. **Notices.** All notices, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when emailed and/or to mailed by registered or certified mail, postage prepaid or sent by a nationally recognized next day delivery service, fees prepaid, to:

If to DCA:        Georgia Department of Community Affairs  
                      Attn: CDBG-DR Program  
                      60 Executive Park South, NE  
                      Atlanta, GA 30329

4. If to the Subrecipient:    City of Bainbridge  
                                      Attn: Edward Reynolds, Mayor  
                                      101 S Broad Street  
                                      Bainbridge GA, 39818

5. The Grantee or the Subrecipient, by appropriate notice, may designate any further or different addresses to which subsequent notices, requests, or communications shall be sent. Notices sent by mail shall be effective three days after posting and notices sent by a

nationally recognized next business day delivery service shall be effective one business day after being sent.

6. Severability. In case any section or provision of this Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered, or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity, or inoperability shall not affect the remainder thereof or any other section or provision of this Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered, or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid, or inoperable portion were not contained thereof.
7. Any illegality, invalidity, or inoperability shall not affect any legal, valid, and operable section, provision, covenant, agreement, stipulation, obligation, act or action, or application, all of which shall be deemed to be effective, operative, made, assumed, entered, or taken in the manner and to the full extent permitted by law from time to time.
8. Headings and Sections. The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect the meaning of interpretation of this Agreement.
9. Entire Agreement. This Agreement constitutes the entire agreement among the parties and no other writings or communications (oral or otherwise) shall have any legal effect unless made pursuant to the terms of this Agreement.
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
11. No Agency, Partnership or Joint Venture. The Grantee is not a partner, joint venture, or in any other way a party to the Project.
12. Assignability. With the express written consent of the other party, either party may assign in part, some of its rights and obligations here under to another party, including its affiliates or successors, as may be provided by state and federal law program requirement, provided however, that notwithstanding any such agreement assignor retains primary responsibility for ensuring all obligations of this Agreement are accomplished by an appropriate governmental entity. Subrecipients may utilize consulting services for administrative support but may not delegate or contract to any other party any inherently governmental responsibilities related to management of the

funds, such as oversight, policy development, internal audit functions and financial management.

13. No Waiver. No failure by the Grantee to insist upon the strict performance by the Subrecipient of any provision hereof shall constitute a waiver of the Grantee's right to strict performance, and no express waiver shall be deemed to apply to any other existing or subsequent right of the Grantee to require the Subrecipient to remedy any and all failures by the Subrecipient to observe or comply with any provision hereof.

14. Indemnification.

- a. To the extent allowed by law, the Subrecipient releases the Grantee and the State of Georgia, holds the Grantee and the State of Georgia harmless against, and agrees that the Grantee and the State of Georgia shall not be liable for, and fully indemnifies the Grantee and the State of Georgia, against any and all losses, liabilities, claims, actions, proceedings, costs, and expenses imposed upon, incurred by, asserted against, or with respect to the Grantee and the State of Georgia on account of: (i) any loss or damage to property or injury to or death of, or loss by, any person that may be occasioned by any cause whatsoever pertaining to the maintenance, operation, and use of the Project; (ii) any loss or damage alleged by any third-party related to O.C.G.A. § 48-8-270 et. seq. (or successor statutes) and the Project; (iii) any breach or default on the part of the Subrecipient in the performance or non-performance of any Covenant arising from any act or failure to act by the Subrecipient or its agents, contractors, servants, employees, licensees, successors, or assigns; and (iv) any action taken or omitted to be taken by Grantee and the State of Georgia in accordance with the terms of this Agreement (except acts of willful misconduct).
- b. In the event that the Grantee seeks indemnity hereunder with respect to any action or proceeding brought against the Grantee, the Grantee shall give notice of such action or proceeding to the Subrecipient, and the Subrecipient upon receipt of that notice shall have the obligation to assume the defense of the Grantee in such action or proceeding provided, however, that failure of the Grantee to give such notice shall not relieve the Subrecipient from any of its obligations under this Section to assume the expenses of the defense. In such action or proceeding, the Grantee shall be represented by the Attorney General or his designee and the Subrecipient consents to such representation.
- c. The indemnification set forth above and all references to the Grantee in this Section are intended to and shall include all officials, directors, officers, employees, agents, and representatives of the Grantee.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

16. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require records maintained by the Grantee and any other state entity to be made public unless otherwise provided by law.

[Remainder of page left blank]

## Exhibit E – Conflict of Interest Prohibition

---

The following prohibited Conflicts of Interest (COI) should be avoided:

1. When a CDBG-DR Subrecipient contracts for the procurement of goods and services, the Conflict of Interest provision in the “Common Rule” (24 CFR 85.36) are applicable. These rules prohibit local officials and staff from being a party to any contract assisted with CDBG funds.

Such a conflict would arise when:

- i. The employee, officer or agent,
  - ii. Any member of his immediate family,
  - iii. His or her partner, or
  - iv. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Sub-grantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or Local Law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub-grantee's officers, employees, or agents, or by contractors or their agents.
2. In addition, the Conflict of Interest prohibition at 24 CFR Part 570.489(h) is applicable to all CDBG-DR grants and activities. This rule, generally, prohibits elected officials, and staff who are in a position to influence decisions, from receiving any benefit in a CDBG-DR assisted project. This includes the benefit from living or owning property that is assisted by the program.

The following summarizes this regulation:

- a. Conflicts prohibited. No persons described in paragraph b (below) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG-DR funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-DR assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- b. Persons Covered. The conflict of interest provisions of paragraph A (above) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving or administering CDBG-DR funds.
- c. Definition of Family or Business Ties. DCA defines the meaning of the term "family or business ties" as follows:
  - Family: "A group of people related by ancestry or marriage; relatives."

- Business: "The buying and selling of commodities and services; commerce, trade."
  - Ties: "Something that connects, binds or joins; bond; link."
- d. Exceptions: Upon written request, the Grantee may grant an exception to the provisions of paragraph A (above), on a case-by-case basis, before federal funds are expended. Exceptions can only be granted when the Grantee determines that the exception will serve to further the purposes of the CDBG-DR Program and the effective and efficient administration of the CDBG-DR program or project. To seek an exception, a written request for an exception must be submitted by the Subrecipient to DCA which:
- Fully discloses the conflict or potential conflict of interest, prior to the unit of government undertaking any action which results or may result in a conflict of interest, real or apparent;
  - Describes how the conflict of interest was publicly disclosed;
  - Includes a map showing the location of any target area property owned by the covered official;
  - Includes a written opinion of the local government's attorney that the conflict of interest for which the exception is sought would not violate state or local law; and.
  - Includes a written statement signed by the Chief Elected Official, Authorized Representative, city or county attorney, or by the official designated by the governing body to sign such statement addressing the factors the Grantee must consider when allowing a prohibited conflict of interest. See item G below for more information on the factors the Grantee must take into account.
- e. Public Disclosure: The request for an exception must include a description of how the conflict of interest was publicly disclosed. The Grantee requires, at a minimum, that the recipient include a complete description of the COI on the agenda for the public meeting where the COI will be disclosed, that the agenda be posted/advertised as required by law, that the COI be fully disclosed at a public meeting, and that the discussion of the COI be included in the minutes of the meeting. Note that state law requires the agenda to be posted prior to public meetings. The description of the method of disclosure, the public meeting announcement and the minutes of the public meeting must be included with the request for an exception.
- f. Non-Involvement: One factor included in the Grantee's decision to grant a COI exception is whether or not the involved officials have abstained from involvement with the grant. The request for an exception must include an explanation of the extent of involvement of covered persons with any votes or discussion of the grant. Officials should abstain from any involvement as soon as any COI is foreseen.
- g. Potential factors to be considered for exceptions: In determining whether to grant a requested exception after the Subrecipient has satisfactorily met the requirements of paragraph D (above), the Grantee will consider the cumulative effect of the following factors, where applicable:
1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
  2. Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

3. Whether the affected person has withdrawn from his or her function or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
  4. Whether the interest or benefit was present before the affected person was in a position as described in paragraph b (above);
  5. Whether undue hardship will result either to the participating jurisdiction or to the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
  6. Any other relevant considerations presented to the Grantee.
- h. Owners and Developers of Housing: No owner, developer or sponsor of a project assisted with CDBG-DR funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit, may occupy a CDBG-DR assisted affordable housing unit in a project. Any exceptions must be approved in advance by the Grantee and then only when the local government CDBG-DR Subrecipient can demonstrate to the Grantee that the exception will serve to further the purposes of the CDBG-DR program.

This provision does not preclude an income-eligible, volunteer/owner participating in the construction of a single-family dwelling unit as part of a self-help homeownership program (e.g. Habitat for Humanity) when the individual is not an official, employee, agent, or consultant of the developer.

***NOTE: If you have any questions regarding who may or may not be covered under the conflict of interest provisions above, please call the Grantee immediately to discuss such matters prior to entering into contracts or disbursing money.***

## EXHIBIT A – Protection of Personally Identifiable Information (PII) Policy Agreement (Elected Official Acknowledgement)

### CERTIFICATION STATEMENT:

My signature below acknowledges that I have received, fully read, and fully understand the DCA Subrecipient Procedures to Protect Personally Identifiable Information (“PII”) for CDBG-DR Programs (“Procedure”). I agree to ensure that all employees, contractors, and vendors receive a copy of the Procedure and sign Exhibit B: Protection of Personally Identifiable Information (PII) Policy Agreement (Subrecipient Acknowledgement). The signed Subrecipient Acknowledgement(s) will be maintained in the subrecipient grant file. I also understand the intentional or inadvertent release of applicant PII must be reported immediately to DCA.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B – Protection of Personally Identifiable Information (PII) Policy Agreement (Subrecipient Acknowledgement)

### CERTIFICATION STATEMENT:

My signature below acknowledges that I have received, fully read, and fully understand the DCA Subrecipient Procedures to Protect Personally Identifiable Information (“PII”) for CDBG-DR Programs (“Procedure”). I agree to abide by the terms and conditions of the policies stated within. I also understand the intentional or inadvertent release of applicant PII must be reported immediately to my supervisor for forwarding to DCA.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## DCA SUB-RECIPIENT PROCEDURES TO PROTECT PERSONALLY IDENTIFIABLE INFORMATION (PII) FOR CDBG-DR PROGRAMS

In order to carry out CDBG-DR programs, the Department of Community Affairs (DCA) must ensure that sub-recipients have adequate procedures in place to collect and process applicant provided information while providing assurances that any Personally Identifiable Information (PII) will be handled properly and sufficiently protected.

This policy has been created in order to communicate DCA's requirements related to the proper handling and securing of Personally Identifiable Information (PII) for sub-recipient administered CDBG-DR programs. The purpose of this policy is to ensure the confidentiality and integrity of PII information provided in a hard copy format and/or electronically stored or transmitted over DCA, sub-recipient, contractor, and/or vendor computer networks and telephone systems.

This policy outlines the methods to collect, document, and properly dispose of applicant hard copy paperwork that contains PII as well establishing acceptable uses and methods of transmission of PII data. All program staff, to include sub-recipient, contractor, and vendor staff, will be provided a copy of the DCA's Sub-Recipient PII policies and will be required to sign an acknowledgement of understanding of these policies. Basic components of this policy are to establish proper protocols to:

- Ensure proper handling of hard copy documentation and files.
- Secure hard copy PII in applicant files or documents that are being actively reviewed or worked.
- Establish parameters related to the use of applicant data transmitted and maintained in electronic media.
- Outline potential disciplinary actions for violations of the DCA Sub-Recipient Procedures to Protect Personally Identifiable Information (PII) for CDBG-DR Programs policy.
- Establish protocols should a breach of data occur during the administration of the Sub-Recipient's CDBG-DR Programs

### Definition of PII

For the purposes of this policy, Personally identifiable information (PII) refers to information which can be used to distinguish or trace an individual's identity, such as their full name, social security number (including only the last-4 digits), biometric data, policy numbers, award amounts, income, bank account information etc.

### Types of PII

In determining what PII is sensitive, the context in which the PII is used must be considered. For example, a list of people subscribing to a newsletter is not sensitive PII; a list of people receiving treatment for substance abuse is sensitive PII. As well as context, the association of two or more non-sensitive PII elements may result in sensitive PII. For instance, the name of an individual would be sensitive when grouped with place and date of birth and/or mother's maiden name, but each of these elements would not be sensitive independent of one another. Therefore files/data may be sensitive as a whole, but individual two data points or documents may not be considered sensitive. This means the file/data must be handled as sensitive PII.

For the purpose of determining which PII may be electronically transmitted, the following types of PII are considered sensitive when they are associated with an individual. Secure methods must be employed in transmitting this data when associated with an individual:

- Place of birth
- Date of birth
- Full Name
- Mother's maiden name
- Biometric information and personal characteristics including; photographic images, fingerprints, handwriting, retina scan, voice signature, and facial geometry
- Medical information, except brief references to absences from work
- Personal financial information (account numbers, award amounts, income, etc.)
- Credit card or purchase card account numbers
- Passport numbers, driver's license number and taxpayer ID
- Potentially sensitive CDBG-DR information related to grant or loan awards (applicant identification number, grant/loan amounts, etc.)
- Criminal history
- Any information that may stigmatize or adversely affect an individual
- SSN and partial SSN do NOT need to be associated with an individual to be considered PII. A SSN or the last 4 digits of a SSN alone, with no other information are considered PII
- In rare cases something like age has been found by the court to be PII. A case where a 99-year-old female's patient information was viewed publicly resulted in a court finding that her age was PII. She was the only 99-year-old female in community. If in doubt, it is necessary to err on the side of caution; treat files, data and information as if it is sensitive PII.

This list is not exhaustive, and other data may be sensitive depending on specific circumstances. In no case shall an applicant's PII be released to another party without written consent of the applicant. In addition, no CDBG-DR staff will be permitted access to any file where there could be a potential or perceived conflict of interest. Access to all CDBG-DR files should be subject to the Sub-Recipient's administrative "Need to Know" policy.

#### Non-PII

The following additional types of PII may be transmitted electronically without protection because they are not considered sufficiently sensitive to require protection.

- Work phone numbers
- Work addresses
- Work e-mail addresses
- Documents that do not include an SSN or where the SSN is removed
- General background information about individuals found in their application for assistance

The determination that certain PII is non-sensitive does not mean it is publicly releasable. The determination to publicly release any information can only be made by the sub-recipient official authorized to make such determinations.

## Procedures for Intake and Processing of Applicant Provided Documentation

Sub-recipients will ensure that all PII discussed with and received from program applicants will be protected. During intake with applicants, case managers must ensure that only required PII be retained by the CBDG-DR program. Only required program documents shall be scanned/filed into the DCA's system of record with original documentation returned to the applicant during the intake meeting. In the event hard copies of the documents are retained for review and use of in the sub-recipient's program, hard copy documents must be labeled confidential and appropriately stored or filed in a secure location until they can be disposed of appropriately. A secure location means that they are locked in the case manager's desk or stored in a locked file cabinet when not in use. In addition, this policy requires that all mail or written correspondence to the applicant must be uploaded into the system of record and/or hard copy file within 24 hours of any notification by regular mail. In addition, all case managers granted access to PII must acknowledge and follow the policies regarding the physical, verbal, and electronic security of PII as outlined below.

### Physical Security of PII

Physical security applies to all paper documents or files, as well as CDs, USB drives, tapes, and backups containing PII. DCA requires the following for all items that should be physically secured.

- Access to documents containing PII is limited based on a legitimate business need for the information and document. Only CDBG-DR designated staff shall have access to PII. Sensitive documents shall not be left out when CDBG-DR staff is away from their desk.
- CDBG-DR staff must log off their computers and lock their desks and file cabinets at the end of the day.
- Access to PII shall be limited or not granted for any CDBG-DR staff with an actual or perceived conflict of interest.
- Documents containing PII must be disposed of appropriately when no longer required for the CDBG-DR purpose for which they were collected. Further details on disposal of records can be found below under Document Disposal.
- Documents containing PII should be stored in locked drawer or program file cabinets when not in use.
- Access-control to spaces containing CDBG-DR documents with keyed or electronic locks will be used if locked file cabinets are not in use. Access control may also be used in conjunction with locked file cabinets.
- Files are only to be removed from locked cabinets when in use.
- Keys to secure spaces are controlled and logged/assigned.
- Access Controls given out to staff are logged.
- Management is to review access controls, such as changing locks and combinations upon staff changes.
- CDBG-DR staff should notify sub-recipient management immediately if they see an unfamiliar person on or around any premises that store applicant PII.

### Verbal Security

Sub-Recipient, contractor and vendor staff granted access to PII must exercise precautions when discussing PII.

- PII should not be shared with coworkers unless it is required for them to complete their job duties.

- Limit information when leaving voicemail to name of case manager and return phone number.
- No PII should be discussed in public places, such as waiting rooms, hallways, elevators, etc.

#### Electronic Transmission of PII

Examples of electronic transmission of PII, include, but are not limited to:

- E-mail, text, and instant messages
- Document(s) attached to an e-mail message
- File Transfer Protocol (FTP)
- General Web Services
- File Sharing Services
- Electronic Data Interchange (EDI)

If there is any question concerning the sensitive or non-sensitive nature of the PII, staff should contact the CDBG-DR Program Manager or other authorized sub-recipient official.

#### Methods of Safe Transmission of PII

Although the transmission of PII is strongly discouraged, there may instances when this type of information must be shared among program staff. If this situation arises during the administration of a CDBG-DR program, there are several methods considered acceptable when transmitting PII:

- Using encryption software to encrypt the sensitive PII before sending it electronically, e.g., as an e-mail attachment. The password key should be forwarded to the recipient in a separate e-mail from the attached file or mailed. (PKZip is not considered a valid solution due to the ability to "break" the encryption).
- Using an application designed to protect the transmission of sensitive PII, e.g., Web- based applications that use TLS1.0, secure file share, or secure file transfer applications such as Secure Shell File Transport Protocol (SFTP).
- Sending documents with sensitive PII by facsimile is permissible if the sender alerts the designated recipient that sensitive PII is being sent. The recipient must then verify by phone or e-mail that the information has been received.
- Transfer of information via secure web applications.
- Transfer of information via Virtual Private Network (VPN).
- FTP in conjunction with encryption unless secure/encrypted FTP protocols have been put into place.

In addition to the above listed protocols, anti-virus and anti-spyware programs on individual computers and on servers on the CDBG-DR network should be regularly run by agency.

#### Password Management

This policy also requires that CDBG-DR sub-recipient, contractors and/or vendor staff control access to sensitive information by requiring the use of "strong" passwords, i.e. a mix of letters, numbers, and characters.

Passwords to sub-recipient's CDBG-DR system(s) should be frequently changed.

In addition, this policy requires the following in the execution of CDBG-DR activities:

- Sharing passwords or posting them near CDBG-DR workstations is not permitted.

Revised 05/2022

- Password-activated screen savers must be used to lock staff computers after a short period of inactivity.
- Users who don't enter the correct password within a designated number of logon attempts should be locked out of the CDBG-DR system.

#### Acceptable Methods for Disposal of CDBG-DR PII

This policy requires all CDBG-DR sub-recipient, contractor, and vendor staff to properly dispose of sensitive information so that it cannot be read or reconstructed. Acceptable disposal methods are as follows:

- Paper Shredding / shred boxes
- Burning
- Pulverizing
- Electronic Media- If the media cannot be physically destroyed like a CD or DVD, data wiping software that permanently removes the PII data from the storage device must be used
- CDs and DVDs can be shredded or burned

In order to effectively carry out these procedures the following must occur:

- Document shredders and/or shred boxes should be made available throughout the workplace, including near the photocopier.
- Disposal of computers and portable storage devices must include the use of software for securely erasing data and hard drive so that the files are no longer recoverable.

#### PII Security Practices of Program Contractors and Sub-recipients

All CDBG-DR contracts or grant agreements with DCA will require that all sub-recipients, contractors and vendors adopt and properly administer DCA's Sub-Recipient Procedures to Protect Personally Identifiable Information (PII) for CDBG-DR Programs policy. Failure to effectively carry out these policies or any breach of information may cause DCA to terminate the sub-recipient's contract or grant agreement. In addition, DCA requires that all sub-recipients, program contractors, and vendors maintain files and procedures regarding:

- Reference or background checks conducted prior to onboarding CDBG-DR staff who will have access to sensitive data.
- Staff review and acknowledgement of DCA's PII policy.
- Restricting access to CDBG-DR PII to a limited number of staff.
- Identification of staff with an actual or perceived conflict of interest. Identified staff shall not be granted access to information or PII that is the source of the conflict of interest.
- Zero tolerance policy related to the release of any applicant provided information without written consent of the applicant.
- PII Training provided to CDBG-DR sub-recipient, contractor, and vendor staff.
- Procedures in place for ensuring that CDBG-DR sub-recipient, contractor, or vendor staff who leave the project or employment no longer have access to sensitive information, i.e. timely termination of passwords, and collection of keys and identification cards as part of the out-processing routine.

DCA's Community Finance Division will conduct an initial monitoring of all CDBG-DR sub-recipients for compliance with these policies and procedures. In addition, PII security will be regularly monitored by DCA.

#### CDBG-DR PII Training

The DCA Community Finance Division will conduct broad level initial PII training for all CDBG-DR sub-recipient management staff. Sub-recipients will then be responsible for conducting PII training with all staff, including contractor and vendor staff, as necessary.

In addition to PII training, DCA requires:

- All Chief Elected Officials read and acknowledge understanding of this document by affixing signature to Exhibit A: Protection of Personally Identifiable Information (PII) Policy Agreement (Elected Official Acknowledgement) and ensure that:
- All CDBG-DR sub-recipients, contractors, and vendor staff must read this policy and acknowledge understanding of this document by affixing signature to Exhibit B: Protection of Personally Identifiable Information (PII) Policy Agreement (Subrecipient Acknowledgement).
- Any suspicious activity shall be immediately reported to sub-recipient management and forwarded to DCA.

#### Compromises of PII Security

All compromises or potential compromises of PII security shall immediately be reported, by sub-recipient management staff, to the Director of the Community Finance Division in order to assess the situation and determine the appropriate action to be taken.

Division Director, Community Finance Division  
[CDBG-DR@da.ga.gov](mailto:CDBG-DR@da.ga.gov)

In addition, the following steps should be taken:

- Immediate investigation of the security incident and termination of any existing vulnerabilities or threats to personal information.
- Any compromised computer should be immediately disconnected from any CDBG-DR network.
- Suspension of access to physical or electronic information for any staff suspected of creating a breach of PII security.

The Director of the Community Finance Division will be responsible for notifying all appropriate DCA departments, affected applicants, and law enforcement agencies, as applicable. In addition, the Director will be responsible for the termination of any contracts or grant agreements as determined necessary.

#### Responsible Agency

The Sub-Recipient will be responsible for the administration and enforcement of DCA's Sub-Recipient Procedures to Protect Personally Identifiable Information (PII) for CDBG-DR Programs to ensure that all CDBG-DR sub-recipient, contractor, and vendor staff understand, acknowledge, and comply with the policy in order to adequately protect applicant PII. The Community Finance Division will be responsible

Revised 05/2022

for ensuring that all sub-recipient contracts and grant agreements contain references and strict adherence to these policies. In addition, the Community Finance Division will monitor all sub-recipients for compliance with PII requirements and provide training and technical assistance as necessary.

**GEORGIA STATE MINIMUM STANDARD CODES  
Industrialized Buildings (IB) Program  
IB Codes Info Sheet  
January 1, 2023**

All 2023 Georgia modular plans that are submitted to the Department for "approval" or as "file for record" on or after January 1, 2023 shall list the following referenced codes and standards on their cover sheets. The 2023 Georgia model plans shall remain in effect until December 31, 2023.

*Note: Georgia modular plans submitted in 2022 may be used for manufacturing and labeling modular units thru March 31, 2023.*

**COMMERCIAL CONSTRUCTION**

For commercial buildings (except Group R-3, one- and two-family dwellings and townhouses) the following mandatory state minimum codes with current GA amendments shall be listed on the model plans "cover sheet" where applicable:

- 2018 International Building Code (IBC) w/ 2020 & 2022 GA Amendments
- 2018 International Plumbing Code (IPC) w/ 2020, 2022 & 2023 GA Amendments
- 2018 International Mechanical Code (IMC) w/ 2020 GA Amendments
- 2018 International Fuel Gas Code (IFGC) w/ 2020 & 2022 GA Amendments
- 2018 International Fire Code (IFC) w/ no GA Amendments
- 2015 International Energy Conservation Code w/ 2020, 2022 & 2023 GA Amendments
- 2020 National Electrical Code (NEC) w/ 2021 GA Amendments

In addition, the following mandatory state minimum fire and life safety standards and GA accessibility code as adopted and revised by the GA State Safety Fire Commissioner shall be listed on the model plans cover sheet where applicable.

- Chapter 120-3-3, GA State Minimum Fire Safety Standards / 2018 Life Safety Code
- Chapter 120-3-20, GA Accessibility Code / 2010 ADA Standards

**RESIDENTIAL CONSTRUCTION**

For residential buildings of Group R-3 (one- and two-family dwellings and townhouses) the following mandatory state minimum standard codes with current GA amendments shall be listed on the model plans "cover sheet" where applicable:

- 2018 International Residential Code (IRC) w/ 2020 GA Amendments
- 2018 International Plumbing Code (IPC) w/ 2020, 2022 & 2023 GA Amendments
- 2015 International Energy Conservation Code (IECC) w/ 2020, 2022 & 2023 GA Amendments
- 2020 National Electrical Code (NEC) w/ 2021 GA amendments
- 2018 International Swimming Pool and Spa Code (ISPSC) w/ 2020 GA Amendments

*Note: The DCA Board specifically omitted the plumbing, electrical and energy requirements of the IRC for one- and two- family dwellings and townhouses. Therefore, the plumbing requirements of the IPC, the electrical requirements of the NEC and the energy requirements of the IECC shall be used for one- and two-family dwellings and townhouses.*

For further assistance, contact Georgia's IB Program Office at 404-679-3118 or [ib@dca.ga.gov](mailto:ib@dca.ga.gov)

**ALCOHOLIC BEVERAGE LICENSES  
CITY MANAGER, MAYOR & CITY COUNCIL  
AGENDA 12/19/2023  
FY 2024 (57)**

| ACCT # | APPLICANT & BUSINESS  | ADDRESS                    | MAILING   | TYPE   | APPLICANTS/MANAGERS      |
|--------|---|----------------------------|---|--|--------------------------|
| 185    | River City Grill Pizzeria LLC-Jason Priest                                    | 400 N Scott Street         | Bainbridge, GA 39817                              | Distilled Spirits/Wine On Malt Beverage Consumption  | Jason Priest             |
| 370    | ANS Family LLC  | 1203 Dothan Rd             | Bainbridge, GA 39817                              | Malt Beverage Retail                                 | Ghanshyambhai Patel      |
| 758    | Little Brown Jug -- Donovan R. Griffin  | 417-A N. Scott St          | P O Box 877 Bainbridge, GA 39818                  | Package Store  | Donovan Roy Griffin      |
| 886    | Shivam Business, Inc dba Lucky Food Mart -Mahendrakumar Jariwala              | 722 S Scott Street         | Bainbridge, GA 39189                              | Malt Beverage Retail & Wine Package Retail           | Mahendrakumar Jariwala   |
| 1137   | Vanish 2019, Inc dba K Express - Hitendrakumar Patel                          | 2080 Dothan Rd             | Bainbridge, GA 39817                              | Malt Beverage Retail & Wine Package Retail           | Hitendrakumar Patel      |
| 1230   | KED Produce, LLC  | 306 E. Water               | Bainbridge, GA 39817                              | Malt Beverage Retail/Wine Package Retail             | Kelsey Harrell           |
| 1241   | Aalok Patel LLC dba A & J Stop Shop - Sankitbhai M. Patel                     | 1006 E River Rd            | Bainbridge, GA 39817                              | Malt Beverage Retail/Wine Package Retail             | Sankitbhai M Patel       |
| 1261   | W C One Stop Shop--John Webster   | 2200 S West Street         | Bainbridge, GA 39819                              | Malt Beverage Retail/Wine Package Retail             | John Webster             |
| 1319   | DNH, LLC. DBA Bob's Package Store - Harikishan G. Patel                       | 117 Louise Street          | Bainbridge, GA 39817                              | Package Store  | Harikishan G. Patel      |
| 1353   | Family Dollar Stores of Georgia, LLC dba Family Dollar#21132                  | 303 S Scott St             | 500 Volvo PKWY Chesapeake, VA                     | Malt Beverage Retail/Wine Package Retail             | Farnessa Boldin          |
| 1358   | Vedant Food LLC dba Las Lomas - Hetakumar Bhorania                            | 801 E Water St             | Bainbridge, GA 39817                              | Malt Beverage Retail/Wine Package Retail             | Hetakumar Bhorania       |
| 1361   | Naz Enterprises LLC dba Raceway#6837-Suhail Saqi                              | 1418 Tallahassee Hwy       | 1301 Veterans Parkway N Moultrie, Ga 31788        | Malt Beverage Retail/Wine Package Retail             | Rohail Saqi              |
| 1365   | Southwest GA Oil, Inc. d/b/a Sun Stop #425-Glennie C. Bench                   | 525 W Shotwell St          | P O Box 1510 Bainbridge, GA 39818                 | Malt Beverage Retail/Wine Package Retail             | Cedric Brown             |
| 1369   | Off Da Hookah Cigar & Lounge - Demetrice Stubbs                               | 332 N Broad Street         | Bainbridge, GA 39817                              | Bar  | Demetrice Stubbs         |
| 1371   | Bigfoot Package Store, LLC dba Chuck's Package Store                          | 925 E Shotwell Street      | Bainbridge, GA 39817                              | Package Store  | Tony McGuire             |
| 1373   | Karan's Korner - Karan Barber   | 232 Water Street           | Bainbridge, GA 39817                              | Wine Package Retail                                  | Karan Barber             |
| 1379   | Serendipity 1023, LLC - Nancy Bahnsen   | 129 E Water st             | 117 Longtail Dr Suffolk, VA 23435                 | Malt Beverage Retail/Wine Package Consumption        | Christine Kay            |
| 1380   | Recovery Room & Acai Bar - Brianna Smith                                      | 131 E Water ST             | Bainbridge, Ga 39817                              | Malt Beverage Retail/Wine Retail Consumption         | Brianna Smith            |
| 1388   | Higdon Enterprises, LLC dba Susie & Sam's Steakhouse-Susan Higdon             | 200 W Broughton St         | Bainbridge, GA 39817                              | Distill Spirits/Wine on/Malt Beverage Consumption    | Frank S. Higdon          |
| 1389   | 1100 ESS Business, LLC dba A J Food Mart - Aazam Jivani                       | 1100 E. Shotwell St        | Bainbridge, GA 39817                              | Malt Beverage Retail/Wine Off                        | Aazam Jivani             |
| 1392   | GAF, Sur, LLC dba Yuki Express -Ana Laura Gomez                               | 2007 Frontage Rd           | Bainbridge, GA 39817                              | Malt Beverage Consumption Retail                     | Anna Laura Gomez         |
| 1393   | OM Liquor, Inc. dba OM Liquor-Manojkumar Vasudev Patel                        | 223 S Sims-A Street        | Bainbridge, GA 39817                              | Package Store  | Manojkumar Vasudev Patel |
| 1395   | Ritho Caribbean Spot Bar/Restaurant - Sally L. Lawlor                         | 1127 E Shotwell St         | Bainbridge, GA 39817                              | Distilled Spirits/Wine on/Malt Beverage Consumption  | Sally L. Lawlor          |
| 1396   | Old Post Office - John Noel   | 100 S West Street          | Bainbridge, GA 39817                              | Bar  | Christina C McCoy        |
| 1398   | Vaishalis Legacy, LLC dba US Foodmart   | 720 Faceville Hwy          | Bainbridge, GA 39817                              | Malt Beverage Retail/Wine Package Retail             | Nikin Patel              |
| 1400   | Nikin 86, LLC dba Mr. G's Liquor- Nikin Patel                                 | 720 Faceville Hwy          | Bainbridge, GA 39817                              | Package Store  | Nikin Patel              |
| 1401   | Westside Bait & Tackle - Stewart B. Reynolds                                  | 812 Spring Creek Rd        | Bainbridge, GA 39817                              | Malt Beverage Retail                                 | Stewart B Reynolds       |
| 7211   | Port One Liquors, LLC - Thomas J. Knight                                      | 504 Albany Rd              | 504 Albany Rd Bainbridge, GA 39818                | Package Store  | Thomas J. Knight         |
| 7216   | Laredo Grill of Bainbridge, Inc. -- Hector Bautista, Sr.                      | 1411 Tallahassee Hwy       | P O Box 484 Moultrie, GA 31776                    | Distilled Spirits/Wine On/ Malt Beverage Consumption | Hector Bautista, Sr.     |
| 7388   | Beef O' Brady Family Sports Pub - Ronald Wood                                 | 1408 N. Tallahassee Hwy J  | 22 Longwood Dr. Th'ville 31757                    | Distilled Spirits/Wine On/ Malt Beverage Consumption | Ronald Wood              |
| 7400   | Rambai Investment, Inc. d/b/a Kings Korner -- Vijalben Patel                  | 308 N. Sims St             | Bainbridge, GA 39817                              | Malt Beverage Retail/Wine Off                        | Rambai Patel             |
| 7437   | Burns-Shivers American Legion Post 502-Darrell Close                          | 1032 Vada Rd.              | 1611 Potter Street                                | Malt Beverage Consumption                            | Darrell Close (EXEMPTED) |
| 7438   | Amiri Dothan, Inc dba Stop N Buy - Anand M. Patel                             | 835 Dothan Rd              | Bainbridge, GA 39817                              | Malt Beverage Retail & Wine                          | Anand M. Patel           |
| 7446   | Junior Mall -- Donovan R. Griffin   | 417 N. Scott St            | P O Box 877 Bainbridge, GA 39818                  | Malt Beverage Retail / Wine Off                      | Donovan Roy Griffin      |
| 7448   | Country Store, Inc. -- Susan B. O'Neal  | 1105 Dothan Rd             | Bainbridge, GA 39817                              | Malt Beverage Retail                                 | Susan B O'Neal           |
| 7449   | Winn Dixie #169 -M Sandlin Grimm  | 915 Shotwell St            | PO Box 2209, JAX, FL 32203                        | Malt Beverage Retail/Wine Off                        | Tony P Massey, Jr.       |
| 7450   | Barnard & Wells d/b/a Nics Quick Stop - Nicole W. Wells                       | 1201 E. Shotwell St.       | P O Box 7456 Bainbridge, GA 39818                 | Malt Beverage Retail/Wine Off                        | Nichole W. Wells         |
| 7458   | Wal-mart Stores East, LP -- Walmart #5422--Mario Junious                      | 500 E. Alice St.           | 702 SW 8th Street Dept 8916 Bentonville, AR 727   | Malt Beverage Retail/Wine Off                        | Mario Junious            |
| 7462   | CVS Pharmacy #4535 - Linda M Cimbron  | 817 E. Shotwell ST.        | 1 CVS Dr.MD#23062AAttn: License Dept Woonso       | Malt Beverage Retail / Wine Off                      | Jennifer Davis           |
| 7463   | The Dandy Group, LLC dba Dixie Dandy - Carla Chastain                         | 1015 Dothan Rd             | Bainbridge, GA 39817                              | Malt Beverage Retail & Wine Off                      | Carla Chastain           |
| 7464   | San Marcos Mexican Grill, Inc.: Anna Gomez                                    | 1408-A Tallahassee Hwy     | 1408 Tallahassee Hwy-A                            | Distilled Spirits/Wine On/ Malt Beverage Consumption | Anna Gomez               |
| 7465   | Bainbridge Country Club, Inc - Michael Harrell                                | 312 Country Club Road      | Bainbridge, GA 39819                              | Distilled Spirits/Wine On/ Malt Beverage Consumption | Michael Harrell          |
| 7668   | Roy's Package Store - Mina Modi   | 204 W. Louise St.          | Bainbridge, GA 39819                              | Package Store  | Mina Modi                |
| 7780   | Bearcats Express - Chirag N. Patel  | 500 E. Calhoun St.         | Bainbridge, GA 39817                              | Malt Beverage Retail / Wine Off                      | Chirag N Patel           |
| 7793   | Amiri Bainbridge, Inc dba Stop N Shop - Mukeshkumar L. Patel                  | 1030 E. Shotwell St. 39817 | Bainbridge, GA 39817                              | Malt Beverage Retail / Wine Off                      | Mukeshkumar K. Patel     |
| 8007   | The Bonnie Blue House -Jared M. Godwin  | 402 W. Water St.           | PO Box 1420Bainbridge, GA 39817                   | Distilled Spirits/Wine On/ Malt Beverage Consumption | Jared M Godwin           |
| 8705   | Food Giant Supermarkets, Inc dba Pic N Save Grocery Outlet -Steve Malone      | 1615 E Shotwell St.        | 120 Industrial Dr. Sikeston, MO 63801             | Malt Beverage Retail/Wine Retail Off                 | Lee Johnson              |
| 8916   | Southwest GA Oil, Inc. d/b/a Sun Stop #430 - Michael Harrell                  | 401 US HWY 27N-PO Box 1510 | Bainbridge, GA 39818                              | Malt Beverage Retail/Wine Retail Off                 | Glover McCall Burney     |
| 8966   | Circle K Stores, Inc d/b/a Circle K#2723892 - Sandra Revell                   | 2011 E Shotwell St         | 9485 Regency Square Blvd Suite 400                | Malt Beverage Retail/Wine Retail Off                 | Sandra Revell            |
| 8967   | Circle K Stores, Inc d/b/a Circle K#2723894 - Sandra Revell                   | 1405 Tallahassee           | 9486 Regency Square Blvd Suite 400                | Malt Beverage Retail/Wine Retail Off                 | Sandra Revell            |
| 8968   | Circle K Stores, Inc.d/b/a Circle K #2723910 - Sandra Revell                  | 1800 Dothan Rd             | 9487 Regency Square Blvd Suite 400                | Malt Beverage Retail/Wine Retail Off                 | Sandra Revell            |
| 9230   | Devineel #1, LLC d/b/a Downtown Foods - Hashwinkumar Patel                    | 241 S. West                | Bainbridge, GA 39817                              | Malt Beverage Retail                                 | Hashwinkumar Patel       |
| 9485   | The Brasserie on Broughton St dba The American                                | 122 E Broughton St         | Bainbridge, GA 39817                              | Malt Beverage & Wine Consumption/On                  | Tyler Thomas             |
| 9720   | Dolgen Corp, LLC d/b/a Dollar General Store #2349-Eric Bowman                 | 426 N Broad St             | 100 Mission Ridge Attn: Tax Goodletsville, TN 371 | Malt Beverage Retail/Wine Retail Off                 | Eric Bowman              |
| 9721   | Dolgen Corp, LLC d/b/a Dollar General Store #18939-Eric Bowman                | 2560 Thomasville Rd        | 100 Mission Ridge Attn: Tax Goodletsville, TN 371 | Malt Beverage Retail/Wine Retail Off                 | Eric Bowman              |
| 9819   | Brinkley Food Group, LLC dba Diablo's Southwest Grill - Anthony Chad Brinkley | 109 N West St              | Bainbridge, GA 39817                              | Distilled Spirits/Wine On/ Malt Beverage Consumption | Anthony Chad Brinkley    |
| 9822   | Southern Philosophy Brewing Co, LLC dba Southern Philosophy Brewing Co.       | 114 E Broughton St         | 110-A E Broughton St.                             | Distilled Spirits/Wine On/ Malt Bev On & Off         | Gallagher Dempsey        |

*The following are not renewing:*

*Olive Grove Package Store  
The Dam Bar & Billard  
Las Katrinas*

*1411 Tallahassee Hwy  
213 Clay Street  
712 Scott Street*

**BAINBRIDGE-DECATUR COUNTY PLANNING COMMISSION**

**December 12, 2023**

**6:00 p.m.**

**City Council Chambers**

**MINUTES**

**MEMBERS PRESENT:** Frank Flowers, John Marshall, Lachanda Mackey, Jeff Rich, Alan Davis, Valerie Stubbs

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Steve O'Neil, John Ford, various residents (see attached sign-in sheet)

**I. CALL TO ORDER**

Chairman Frank Flowers called the meeting to order at 6:05 P.M. then gave the invocation.

**II. APPROVAL OF MINUTES OF PREVIOUS MEETING**

Minutes from the November 14th, 2023, meeting were presented to the Planning Commission. Commissioner Davis made a motion to approve the minutes, seconded by Commissioner Marshall and passed unanimously.

**III. NEW BUSINESS**

**ITEM 1: ZONE-2023-003:** Applicant Ruben Cabrera is requesting a rezoning of the property at 507 Martin St. (former Elementary School property) from Institutional (INS) to Planned Unit Development (PUD) for the purpose of converting the existing building to apartments and utilizing the gymnasium as an arcade. The property is 8.87 acres.

Jennifer Crain came forward and explained the project at 507 Martin St. Ms. Crain explained that they would like to convert the old West Bainbridge Elementary school into 55 apartments that are affordable and family friendly. Amenities included on-site laundry, daycare and an arcade that will be open the public.

Commissioner Flowers asked about the proposed PUD zoning classification and Mr. O'Neil explained that the PUD seemed more appropriate because the arcade will be open to the general public and the applicants did not want to split out the arcade that this essentially becomes a mixed-use property comprised of both commercial and residential. Mr. O'Neil explained that this was not a typical PUD scenario since everything is already built and will be repurposed. Mr. O'Neil explained that the proposed use is a good adaptive reuse of a former school building because of the similarities with regard to the layout of the building.

Commissioner Flowers opened the floor to the public for their comments:

Valerie (Curry?) asked about the arcade and what control measures would be put in place with regard to security and supervision. Applicant Ruben Cabrera responded by stating that the arcade would be staffed and monitored with cameras and the arcade would be accessed separately from the apartment areas. Mr. Cabrera explained that he does background checks and that this property will not be a public assistance residential property. He further explained that there would be cameras and onsite staff 24/7 and there would be quiet time hours established.

Mr. H. Brock Washington of Unity Baptist Church stated they are in opposition to the request because of the impact it will have on his church and the community. Mr. Washington stated that it should be left as single family.

Kregg Close came forward to discuss the concerns he'd received from the community. In particular, the neighborhood does not want HUD assistance property due to the impacts similar properties have caused in the neighborhoods where they are located. Secondly, Mr. Close explained that the arcade can be a good thing but the citizens expressed concerns regarding having a space that could be provided as a study area where kids can go to a quiet area with computers available to do homework. Concerns were also received by Mr. Close from the neighborhood regarding whether this project would stay single-story or would the developer add another level to the existing building.

Shared parking with the adjacent church was discussed and the number of parking spaces in general was discussed. Mr. O'Neil explained that in the next step of the process after the use is approved will be the development plan review that will look at parking, utilities, solid waste, etc. Mr. O'Neil explained there is ample room if more parking is needed.

Natasha Stepney came forward to ask about how much area the project would cover. Ms. Stepney asked if the applicants would reside in Bainbridge and asked whether the applicants would like it if this project was in the area where they live.

Shaketta Sessions came forward to discuss the neighborhood and in particular that there are people who use the stormwater piping in the area to get across the neighborhood and Ms. Sessions was concerned about trespassing since the system goes through residents' yards. Mr. O'Neil explained

that he is familiar with the stormwater network in the area and that he would get with the City Engineer to secure the network to keep people out of the stormwater sewer system.

After closing the floor to the public, Chairman Flowers stated that he would entertain a motion on the request. Commissioner Marshall made a motion to approve the request to rezone the property to a PUD. Motion was seconded by Commissioner Davis. The motion passed 4-1 with Commissioner Mackey being opposed.

**ITEM 2:** Presentation of the Shotwell/Scott St Corridor Study

John Ford of Robert & Co. explained the purpose of the plan, its goals, some of its findings, and some of the recommendations. Mr. Ford asked the Planning Commission if they had any issues that needed to be addressed with the plan presented. Having no issues, Chairman Flowers asked for a motion. Commissioner Marshall made a motion to recommend approval to the City Council. Commissioner Davis seconded the motion. Motion passed unanimously.

**V. Old Business**

VI.ADJOURNMENT - There being no more business, the meeting was adjourned.

---

Dr. Frank Flowers, Chairman

## BAINBRIDGE-DECATUR COUNTY PLANNING COMMISSION MEETING

### SIGN-IN SHEET

|               |                       |
|---------------|-----------------------|
| Meeting Date: | December 12, 2023     |
| Place/Room:   | City Council Chambers |

| NAME                   | ADDRESS  |
|------------------------|--|
| John Ford / Regent Co. | 229 Peachtree St NE Suite 2000<br>Atlanta GA 30203 |
| Linda Washington       | 162 3rd St Brinson                                 |
| Monica Close           | 906 Bethel Road<br>Bdge GA 39817                   |
| Leslie Moore           | 813 Maple Ave - City                               |
| Mildred Conyers        | Bd 9, GA 39817                                     |
| Lorena Freeman         | Bdge GA. 39819                                     |
| Deborah Jones          | Bdge ID 39817                                      |
| Calvin Davis           | Bdge, GA. 39817                                    |
| West Bainbridge        | West Bainbridge                                    |
| Vanthillia Carter      | 115 Barber St. Bdge. GA-39819                      |
| Lamanda Howard         | 740 Georgia Ave Bdge 39817                         |
| Peggy Gaines           | 912 Martin St Bdge. 39817                          |
| Allen Gaines           | 912 Martin St Bdge. 39817                          |
| Linda Daniels          | 639 E Shrtwell St Bdge 39819                       |
| John Dixon             | 902 Tennard St Bdge 39817                          |
| Russell McGriff        | 1805 Hall St, Bdge, GA 39819                       |
| Dollie Curry           | 809 Martin St, Bdge GA 39817                       |
| Kelvin Scott           | 908 Martin St. Bdge. GA. 39817                     |
| Natasha Stepney        | 907 Wisteria Drive; Bdge., GA 39819                |



Shellette Session

505 Dennard St Bainbridge Ga 39817

Janet session

600 Dennard St Bldg Ga 39817

Nathaniel session Jr

600 Dennard street Bainbridge, GA 39817

Brook Washington

162 third St Brunswick Ga.

Tony Sams

904 Miller Ave Bainbridge GA 39817

Darl Andrews

600 Dennard st Bainbridge, Ga 39817

Kregg Close

806 S. West St. Bainbridge Ga

STEVE HINTON

1500 MAYO DR B. bridge, GA 39817

David Johnson

14 South Aly. Leary - Ga 39817

Clara Ouse

809 martins St ~~Bldg~~ 929-2967-42

PUPA KZONOS

1317 POTTS St 226-726-4080

Rubell Campbell

507 martins St 917-733-7748

Jerold session

213 ALABAMA ST Bainbridge GA, 39819

Shawntay session

209 ALABAMA ST Bainbridge GA, 39819

Ernest Middleton Jr

1406 BUCKENFERRY Rd Bainbridge Ga 39817

# BAINBRIDGE-DECATUR

## PLANNING COMMISSION

### BAINBRIDGE-DECATUR COUNTY PLANNING COMMISSION

December 12, 2023

6:00 p.m.

City Hall Council Chambers

- I. DETERMINATION OF A QUORUM
- II. CALL TO ORDER AND INVOCATION
- III. APPROVAL OF MINUTES OF PREVIOUS MEETING
- IV. NEW BUSINESS:

**ITEM 1: ZONE-2023-003:** Applicant Ruben Cabrera is requesting a rezoning of the property at 507 Martin St. (former Elementary School property) from Institutional (INS) to Planned Unit Development (PUD) for the purpose of converting the existing building to apartments and utilizing the gymnasium as an arcade. The property is 8.87 acres.

**ITEM 2: PUBLIC HEARING:** Shotwell/Scott St Corridor Plan

- V. OLD BUSINESS

None

- VI. ADJOURNMENT

**BAINBRIDGE-DECATUR COUNTY PLANNING COMMISSION**

**November 14, 2023**

**6:00 p.m.**

**City Council Chambers**

**MINUTES**

**MEMBERS PRESENT:** Frank Flowers, John Marshall, Lachanda Mackey, Jeff Rich, Keenan Adams, Alan Davis

**MEMBERS ABSENT:** Valerie Stubbs

**OTHERS PRESENT:** Steve O'Neil, Marjorie Crawford, John Ford

**I. CALL TO ORDER**

Chairman Frank Flowers called the meeting to order at 6:05 P.M. then gave the invocation.

**II. APPROVAL OF MINUTES OF PREVIOUS MEETING**

Minutes from the October 10, 2023, meeting were presented to the Planning Commission. Commissioner Rich made a motion to approve the minutes, seconded by Commissioner Mackey and passed unanimously.

**III. NEW BUSINESS**

**ITEM 1: CU-2023-007:** Applicant Marjorie Crawford is requesting a conditional use for a Short-Term Rental at 302 Chason Park Dr. The property is 0.26 acres and is zoned Planned Unit Development (PUD).

Applicant Marjorie Crawford came forward and explained her request for a conditional use for a Short-Term Rental at 302 Chason Park Dr. Ms. Crawford explained that she has a separate suite in the house that has its own access and that she would continue to live there while guests rented the other side of the house.

Commissioner Flowers opened the floor to any questions. Commissioner Flowers asked Mr. O'Neil for his analysis. Mr. O'Neil explained that since the ordinance does not speak to whether short-term rentals are allowed by right or as conditional use or not permitted. Mr. O'Neil thought it was appropriate to run it as a conditional use and put it before the public. Mr. O'Neil recommended approval of the application. Commissioner Flowers then opened the floor for a motion to approve the conditional use of the Short-Term Rental Property. Commissioner Marshall made a motion to approve the conditional use. Motion was seconded by Commissioner Mackey. The motion passed unanimously.

**ITEM 2:** Presentation of the Shotwell/Scott St Corridor Study

John Ford of Robert & Co. explained the purpose of the plan, its goals, some of its findings, and some of the recommendations. Mr. Ford asked the Planning Commission to review the draft study and be prepared to make a recommendation on the plan at next month's meeting.

---

**V. Old Business**

VI.ADJOURNMENT - There being no more business, the meeting was adjourned.

---

Dr. Frank Flowers, Chairman

~~Nov 14<sup>th</sup> Nov 21<sup>st</sup>~~  
Monday - Tuesday

**BAINBRIDGE**  
GEORGIA

P.O. Box 158  
Bainbridge, Ga. 39818

www.bainbridgecity.com

Phone: 229-248-2000  
Fax: 229-246-7311

APPLICATION #: 20NE-2023003

FEE: \$100.00

**ZONING CHANGE APPLICATION**

WE, the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Map of the City of Bainbridge as hereinafter requested. In support of this application the following facts are submitted:

APPLICANT(S): Ruben Cabrera  
ADDRESS: PO Box 1402 Perry, FL 32347  
PHONE NUMBER(S): 917-733-7748

NOTICE: State Law O.C.G.A. 36-66-4 requires, "a local government taking action resulting in a zoning decision shall provide for a hearing on the proposed action at least 15 but not more than 45 days prior to the date of the hearing, the local government shall cause to be published within a newspaper of general circulation, within the territorial boundaries of the local government, a notice of hearing."

Said notice shall state the time, place, and purpose of the hearing; therefore, applicants must submit then **complete** application, an application complying with the procedural requirements of the city's zoning ordinance and found to be complete with regard to application materials, payment of fees, supportive material and any other application requirements specified prior to the newspaper public notice advertising deadline date needed to fulfill the requirements of O.C.G.A. 36-66-4. The zoning administrator and/or his representative shall have at least 10 days prior to the advertising deadline date to determine whether an application is complete and eligible for advertisement. Applications submitted less than 10 days prior to the advertising deadline date are not guaranteed to be reviewed or included in the required advertising. Such applications shall be held until the next application cycle.

**INFORMATION ON PROPERTY DESIRED TO BE ZONED:**

STREET ADDRESS: 507 Martin St.  
TAX MAP PAGE: \_\_\_\_\_ PARCEL: B0140056  
SUBDIVISION (IF APPLICABLE): \_\_\_\_\_  
FRONTAGE: \_\_\_\_\_ DEPTH: \_\_\_\_\_ ACRES: 8.87

PRESENT ZONING OF PROPERTY: \_\_\_\_\_

PRESENT USE OF PROPERTY: \_\_\_\_\_

PROPOSED ZONING OF PROPERTY: PUD

PROPOSED USE OF PROPERTY: apartment complex, arcade, daycare

**ZONING CHANGE REQUIREMENTS:**

Zoning change applications *must* include the following:

- 1. APPLICATIONS REQUIREMENTS  
(ZONING ORDINANCE TABLE 14.2.1) ..... Page 5
- 2. PLAN REQUIREMENTS  
(ZONING ORDINANCE TABLE 14.2.2) ..... Page 5
- 3. ANALYSIS REQUIREMENTS (Forms provided on page 3)  
(ZONING ORDINANCE TABLE 14.2.3) ..... Page 6

**OWNERSHIP INFORMATION:**

THE FOLLOWING ARE ALL OF THE PERSONS, FIRMS, OR CORPORATIONS OWNING PROPERTY INCLUDED WITHIN THE AREA DESIRED FOR ZONING CHANGE:

NAME:

MAILING ADDRESS:

Ruben Cabrera      P.O. Box 1402, Perry, FL 32347

**TIME SCHEDULE FOR DEVELOPMENT:**

1-3 years for completion

**DEPARTMENT USE ONLY**

SUBMITTAL DATE: \_\_\_\_\_

DATE CERTIFIED COMPLETE: \_\_\_\_\_

Department Representative Signature: \_\_\_\_\_

# ZONING CHANGE APPLICATION

## TABLE 14.2.3 - ANALYSIS REQUIREMENTS

1. Existing zoning of property contiguous with or located within 100 feet of subject property:  
UR-9
2. Does the proposed zoning change request permit a use that is suitable in view of the use and development of adjacent and nearby property (existing land use)?  Yes  No  
Explain: Surrounding properties are residential
3. Will the proposed zone change result in a use which could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools?  Yes  No  
Explain: Building use to be a school therefore streets and utilities should be able to handle the proposed changes
4. Is the proposed zoning change in conformity with the policy and intent of the comprehensive plan\* including use element?  Yes  No
5. Are there other existing or changing conditions affecting the use and development of property which give supporting grounds for either approval or disapproval of the proposal?  Yes  No
6. Length of time the property has been vacant or unused as currently zoned? \_\_\_\_\_  
according to previous owner was vacant prior to his purchase 11-19-21
7. Does the property to be affected by the proposed conditional use have a reasonable economic use as currently zoned?  Yes  No
8. Description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district and/or overlay district classification: Property was recently purchased by Ruben previous owner stated he attempted to do a few different projects with building and was unable to
9. Does the proposed zoning change create a possible isolated zoning district unrelated to adjacent and nearby districts?  Yes  No

\*A copy of the city's future land use element (map and narrative), part of the city's adopted comprehensive plan, is available for public review inside the City Hall map room and on the city's website at [www.bainbridgecit.com](http://www.bainbridgecit.com).

**CONFLICT OF INTEREST IN ZONING DECISIONS**  
**CAMPAIGN CONTRIBUTIONS**

36-67A-3.

(a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing: (1) The name and official position of the local government official to whom the campaign contribution was made; and (2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

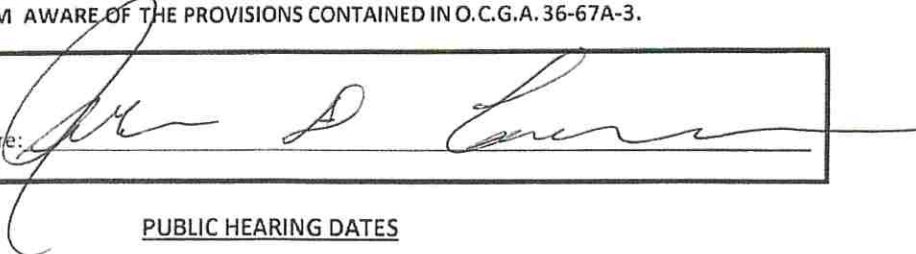
(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

(c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the Respective local government showing:

The name and official position of the local government official to whom the campaign contribution was made; and (2) the dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

I CERTIFY THAT ALL STATEMENTS FURNISHED IN THIS APPLICATION ARE TRUE TO THE BEST OF MY KNOWLEDGE AND I AM AWARE OF THE PROVISIONS CONTAINED IN O.C.G.A. 36-67A-3.

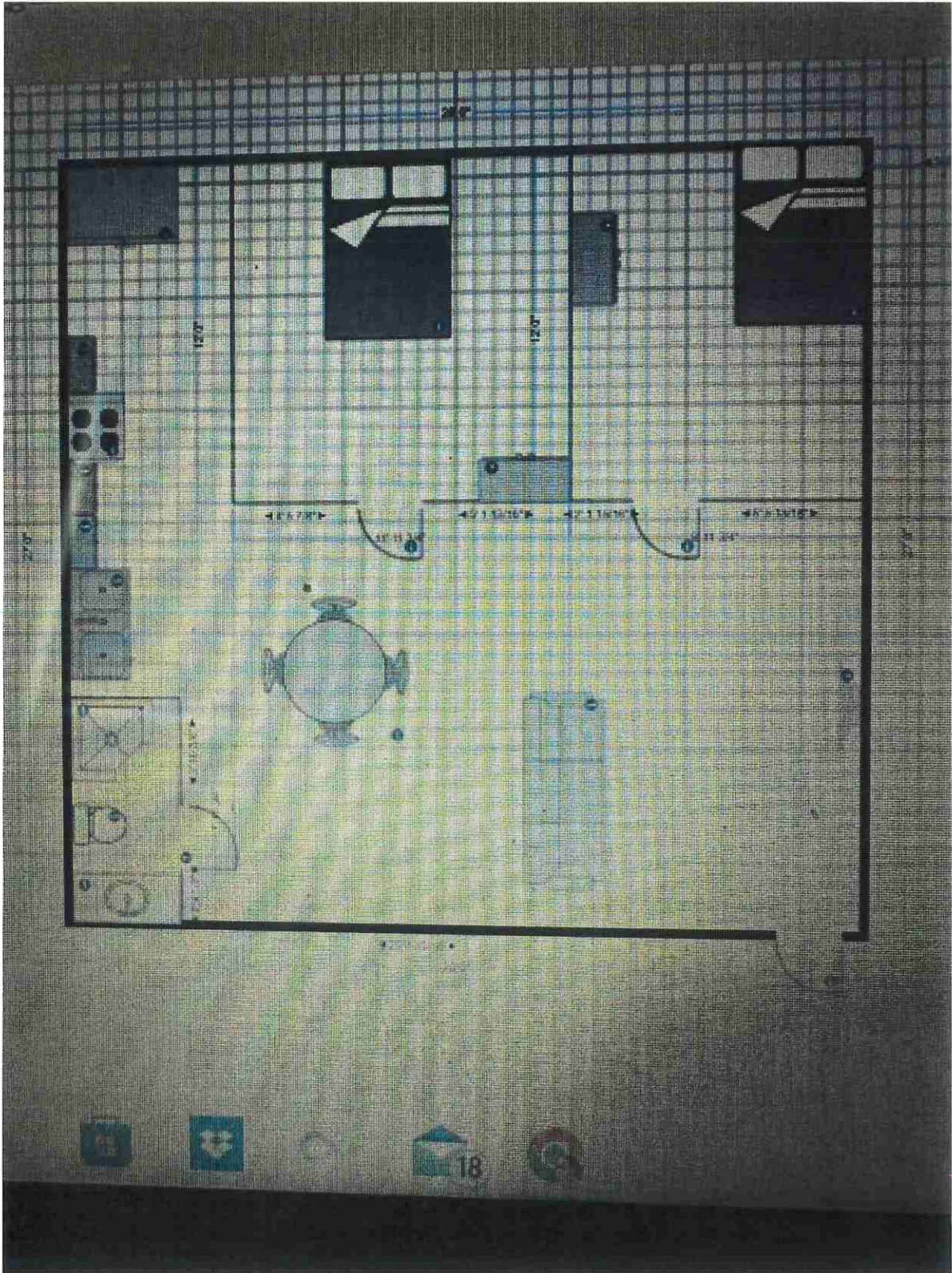
Property Owner(s) Signature: 

**PUBLIC HEARING DATES**

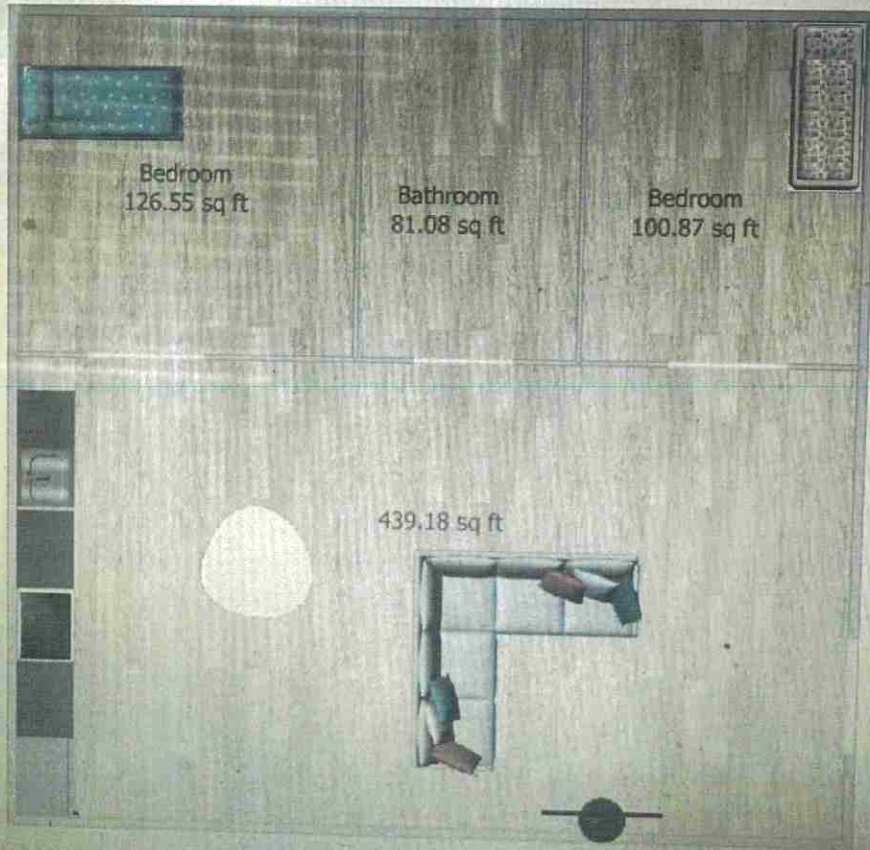
DATE OF PLANNING COMMISSION MEETING: \_\_\_\_\_ @ 6:00 p.m.

DATE OF CITY COUNCIL MEETING: \_\_\_\_\_ @ 6:30 p.m.

*Planning Commission meetings are held at 6:00 p.m. at City Hall in the City Council Chambers located upstairs.  
City Council meetings are held at 6:30 p.m. at City Hall in the City Council Chambers located upstairs.*



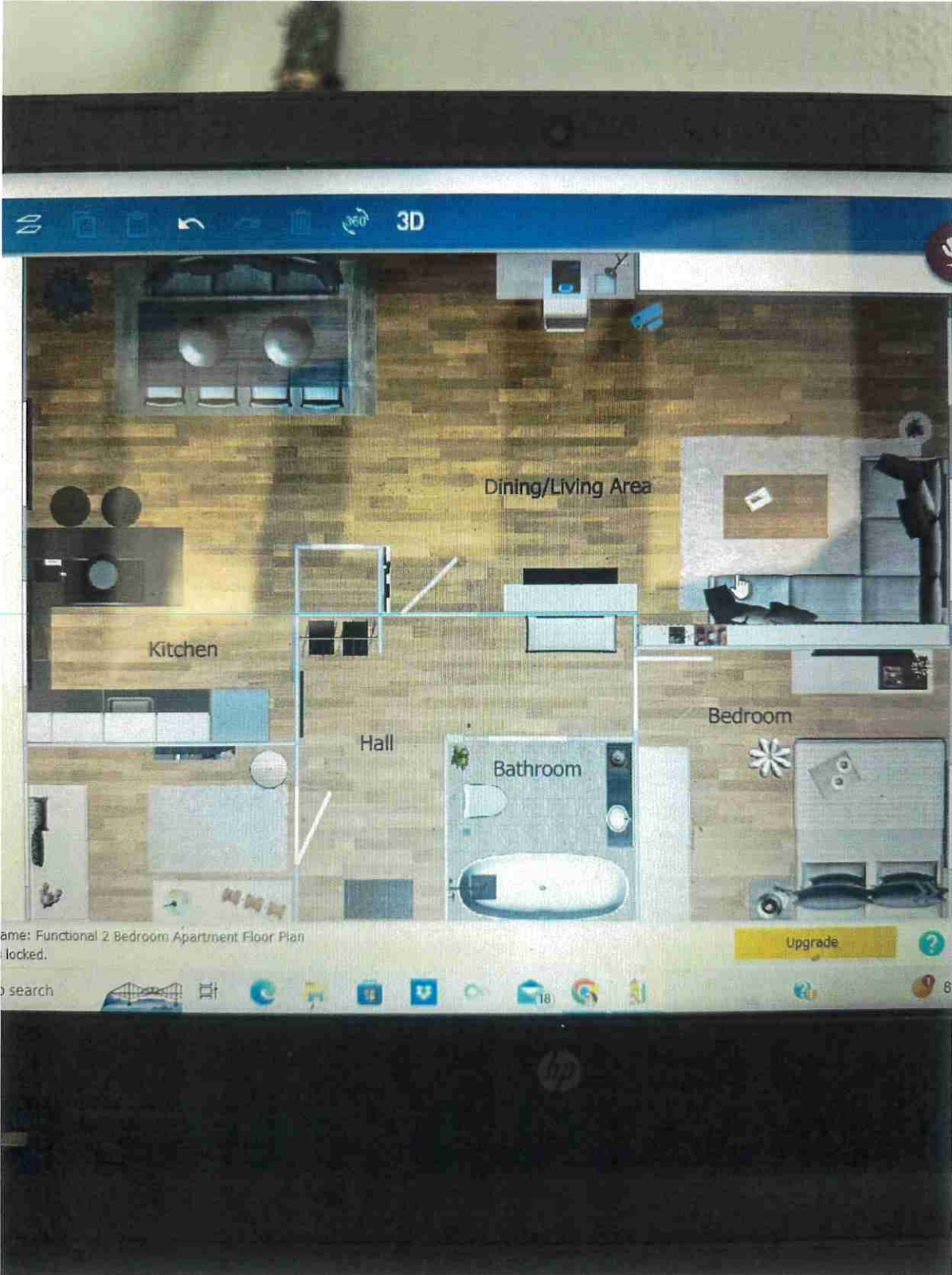
Sketcher



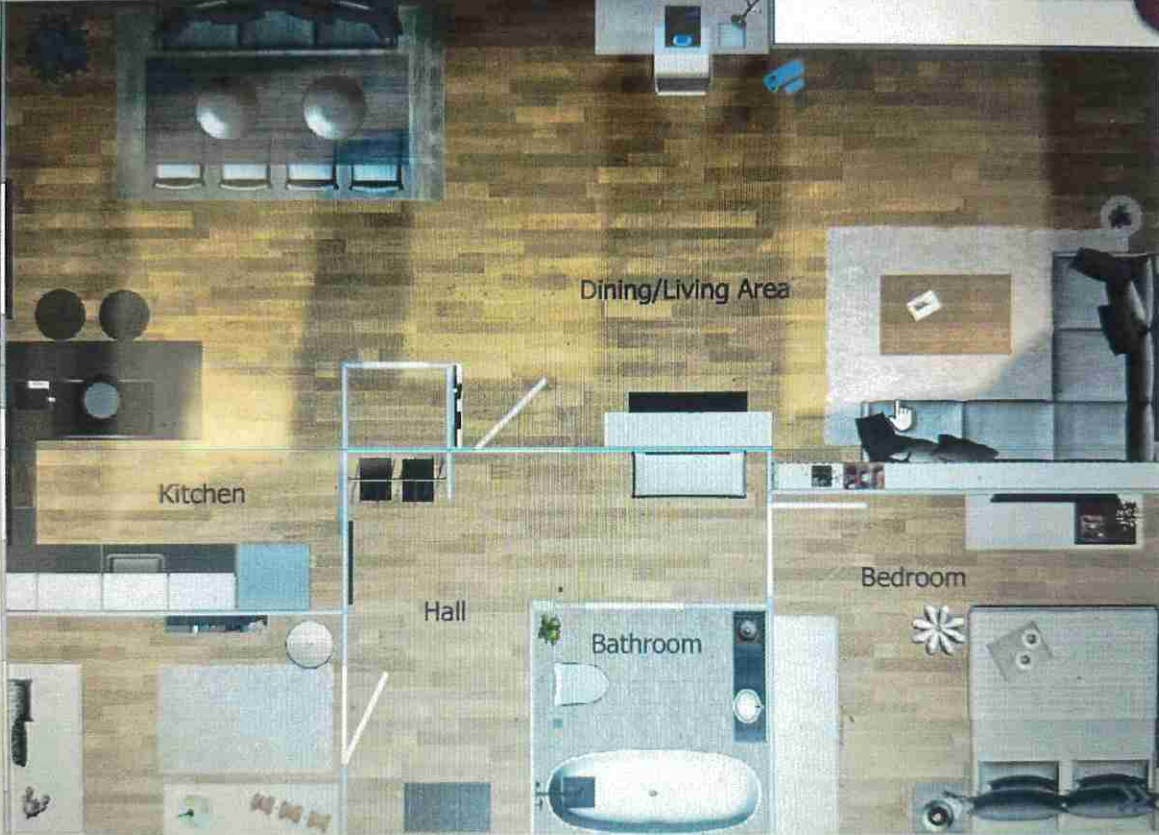
New unsaved project.  
Click to Save Project!

Type here to search





3D



Name: Functional 2 Bedroom Apartment Floor Plan  
locked.

Upgrade

search [taskbar icons]

# BAINBRIDGE-DECATUR

## PLANNING COMMISSION

### Staff Analysis

**DATE:** December 4, 2023

**TO:** Bainbridge-Decatur County Planning Commission

**FROM:** Steve O'Neil, Planning Director

**SUBJECT:** ZONE-2023-003

**ITEM 1: ZONE-2023-003:** Applicant Ruben Cabrera is requesting to rezone 507 Martin Street (Parcel B0140056) from Institutional (INS) to Planned Unit Development (PUD) for the purpose of converting the former school building into apartments and the gymnasium into an arcade. The property is approx. 8.8 acres in total.

**CURRENT ZONING:** Institutional (INS)

**REQUESTED ZONING:** Planned Unit Development (PUD)

**FUTURE LAND USE**

**DESIGNATION:** Institutional

**ANALYSIS:**

**1. Existing Uses and Zoning of subject property:** Former School building, Institutional (INS).

**2. Existing zoning of nearby property:** The property is surrounded by UR-9.

**3. Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property (existing land use):** The proposal for apartments is an acceptable use in the current location and should not impact the surrounding properties.

**4. Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:** Transitioning from a school to apartments should not present any issue regarding increased traffic on the local streets or put any undue burdensome on the utility system.



# BAINBRIDGE-DECATUR

## PLANNING COMMISSION

**5. Whether the proposal is in conformity with the policy and intent of the comprehensive plan including land use element:** The proposal is in conformity with the policy and intent of the comprehensive plan and land use element. The existing map was done at a time when the property was still owned and operated by the Decatur County School Board. The School Board has since auctioned off the property.

**6. 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 proposal:** As mentioned previously, the site used to be a school and under institutional zoning, but has since been auctioned off and is now privately owned and a new use is being proposed.

**7. Length of time the property has been vacant or unused as currently zoned:** Approximately 1-2 years.

**8. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned:** The property has reasonable economic return as currently zoned.

**9. Description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district and/or overlay district classification:** Unknown.

**10. The possible creation of an isolated zoning district unrelated to adjacent and nearby districts:** Yes. The zoning will be different but the overall use of residential will be in line with the surrounding area.

**RECOMMENDATION:** Staff feel that the proposed re-use of the former school building at 507 Martin St for apartments is a benefit to the community and a good re-use of the building. The reason a PUD designation is being requested is because a commercial use will also be on the property in the form of a proposed arcade where the gymnasium building is located.

Based on the information provided, City staff recommends approval of the request to rezone the property at 507 Martin St to Planned Unit Development (PUD).



Toll-Free: 1-888-735-8789  
3214 Adamo Dr.  
Tampa, FL. 33605  
Phone: 813-241-0711  
Fax: 813-241-0414  
Email: info@rdk.com

---

City of Bainbridge  
101 S Broad St  
Bainbridge, Ga 39818  
229-248-2018

Good afternoon Johnny,

I am genuinely excited to continue our collaboration in this new endeavor with the 2024 battle front load & side load refuse trucks. Your satisfaction is my top priority, and I'm committed to providing you with the best possible support.

As we move forward, I'll strive to exceed your expectations and ensure a seamless transition with the new trucks and the current ones.

Our partnership is important to me, and I'm confident that together we can make this a resounding success.

Monthly lease cost for 3, 2024 Battle Front Loader for 12 months:  
\$8254.00 per month.

Monthly lease cost for 5, 2024 Battle Side Loader for 12 months:  
\$7571.00 per month  
Freight is included.

**Additionally, if a truck is down for more than 4 working days, a loaner truck will be provided to ensure uninterrupted operations. (Based on availability).**

Warm Regards,

A handwritten signature in black ink that reads "Joanie Beckwith".

Joanie Beckwith

RDK Truck Sales

813-210-1948

---

[WWW.RDK.COM](http://WWW.RDK.COM)

**Sanitation Fleet Proposal for  
Bainbridge, GA**

**EZ-Pack Refuse Trucks and Associated Fuels Systems shall provide refuse vehicles to the municipality of Bainbridge, GA as outlined below:**

- 1. Three (3) New 40 yd EZ-Pack Hercules Commercial Front Loaders mounted on Brand New Battle Motors Chassis, to be delivered in January 2024. The cost of these units shall be \$363,473.70 per unit. These units will be offered to the city under a lease program and the monthly payment shall be \$10,428.79 each for 12 months. During the 30 day period immediately following the 12 months, the units will be picked up and no further lease payments shall be made, however the City of Bainbridge shall be offered the opportunity to (a.) Continue the lease payments monthly until the units are paid for or (b.) purchase the refuse trucks outright for the remaining amount due on the lease (\$238,328.24) for each truck.**
- 2. Five (5) New 31 yd EZ-Pack Ranger Automated Side Loaders mounted on R/H drive Brand New battle Motors Chassis, to be delivered in January 2024. The cost of these units shall be \$357,616.95 per unit. These units will be offered to the city under a lease program and the monthly payment shall be \$10,387.12 each for 12 months. During the 30 day period immediately following the 12 months, the units will be picked up and no further lease payments shall be made, however the City of Bainbridge shall be offered the opportunity to (a.) continue the lease payments monthly until the units are paid for or (b.) purchase the refuse trucks outright for the remaining amount due on the lease (\$232,971.52) for each truck.**

**Both mechanical and operator training shall be provided to the city upon delivery of the refuse trucks. Bainbridge shall follow all maintenance procedures outlined by the chassis and body manuals provided. Parts or repair services shall be provided by One Source Parts for the body and by Associated Fuels Systems for the chassis. If a truck goes down and needs extensive repairs that take it out of service for a week or more, we will do everything we can to provide a temporary solution for the city.**

---

**John Mentz, Regional Sales Manager – EZ-Pack Refuse Trucks**

**Garbage Truck Leases**

| 2023        |                   |                        |                     |                        |                      |               |
|-------------|-------------------|------------------------|---------------------|------------------------|----------------------|---------------|
| City Unit # | Serial Number     | Description            | Lease term (months) | Lease Rate (per month) | Lease Total (Annual) |               |
| 2502        | 3ALHCYD27NDNM0324 | 2023 Freightliner ASL  | 12                  | \$ 5,697.00            | \$ 68,364.00         |               |
| 2500        | 1M2TE26C8NM007266 | 2022 Mack Front Loader | 12                  | \$ 5,697.00            | \$ 68,364.00         |               |
| 2501        | 3ALHCYD25NDNM0323 | 2022 Freightliner ASL  | 12                  | \$ 5,697.00            | \$ 68,364.00         |               |
| 2503        | 3ALHCYD27NDNM0316 | 2022 Freightliner ASL  | 12                  | \$ 6,105.00            | \$ 73,260.00         |               |
| 2408        | 1M2TE26C5NM006883 | 2022 Mack FL           | 12                  | \$ 5,780.00            | \$ 69,360.00         |               |
| 2410        | 3ALHCYD27NDNM0321 | 2022 Freightliner ASL  | 12                  | \$ 5,780.00            | \$ 69,360.00         |               |
| 2411        | 3ALHCYD23NDNM0322 | 2022 Freightliner ASL  | 12                  | \$ 5,780.00            | \$ 69,360.00         |               |
| 2409        | 1M2TE26C5NM007256 | 2022 Mack FL           | 12                  | \$ 46,316.00           | \$ 555,792.00        |               |
|             |                   |                        |                     |                        |                      | \$ 555,792.00 |

| 2024        |                |                |                     |                        |                      |               |
|-------------|----------------|----------------|---------------------|------------------------|----------------------|---------------|
| City Unit # | Serial Number  | Description    | Lease term (months) | Lease Rate (per month) | Lease Total (Annual) |               |
|             | To Be Assigned | 2024 Battle SL | 12                  | \$ 7,571.00            | \$ 90,852.00         |               |
|             | To Be Assigned | 2024 Battle FL | 12                  | \$ 8,254.00            | \$ 99,048.00         |               |
|             | To Be Assigned | 2024 Battle SL | 12                  | \$ 7,571.00            | \$ 90,852.00         |               |
|             | To Be Assigned | 2024 Battle SL | 12                  | \$ 7,571.00            | \$ 90,852.00         |               |
|             | To Be Assigned | 2024 Battle FL | 12                  | \$ 8,254.00            | \$ 99,048.00         |               |
|             | To Be Assigned | 2024 Battle SL | 12                  | \$ 7,571.00            | \$ 90,852.00         |               |
|             | To Be Assigned | 2024 Battle SL | 12                  | \$ 7,571.00            | \$ 90,852.00         |               |
|             | To Be Assigned | 2024 Battle FL | 12                  | \$ 8,254.00            | \$ 99,048.00         |               |
|             |                |                |                     |                        |                      | \$ 751,404.00 |

|      | Total Difference (Annual) |
|------|---------------------------|
| 2408 | \$ 27,488.00              |
| 2409 | \$ 30,684.00              |
| 2410 | \$ 22,488.00              |
| 2411 | \$ 17,592.00              |
| 2500 | \$ 29,688.00              |
| 2501 | \$ 21,492.00              |
| 2502 | \$ 21,492.00              |
| 2503 | \$ 29,688.00              |
|      | \$ 195,612.00             |

List

## Agenda Backup - Garbage Truck Lease Quotes & Rate Comparison

Gabriel Menendez <gabrielm@bainbridgecity.com>

Wed 12/13/2023 4:03 PM

To: Chris Hobby <chrish@bainbridgecity.com>; Allie Godwin <allieg@bainbridgecity.com>

📎 2 attachments (601 KB)

Garbage Truck Leases Quotes.pdf; Garbage Truck Leases Rates 2023-24.xlsx;

Chris,

For your use and convenience, I've provided the following bullet points regarding the Solid Waste Equipment Leases:

For City and County Solid Waste Services

- 3 Front Loader trucks
- 5 Side Loader Trucks
- Due to higher cost of equipment maintenance during 2<sup>nd</sup> year and beyond, in 2020 City began yearly leases of garbage trucks
- Post Covid Pandemic, supply of new trucks were limited unavailable. Last year, we negotiated a reduced lease rate due to supplier's inability to procure new garbage trucks and instead opting to refurbish each garbage truck and leasing them back to us for a second year of useage.
- Garbage truck downtime was greater last year than when we started the yearly leasing of new garbage trucks.
- Our current leases expire in the first quarter of 2024.
- City received two quotes, (one from RDK Truck Sales and one from EZ Pack Refuse Trucks) attached, for new 12-month garbage truck leases beginning in January 2024.
- RDK Truck Sales was the lowest cost bidder at cost of \$8254.00 per month for each of he three Front Loaders and \$7571.00 per month for each of the side loaders.
- RDK Truck Sales is our current leaser, and has agreed, if awarded the new lease, to waive any monthly lease payments on the existing leases due in 2024 and instead begin the new leases in January of 2024.
- All new garbage trucks will come in on Battle Chassis as opposed to the Mack and Freightliner trucks.
- Our crews have test run the Battle trucks and find that their maneuverability and visibility from the cab is greatly enhanced as compared to the Macks an Freightliners.
- The cost of these leases has increased by \$195,612.00 annually (comparison rate chart attached).

My recommendation is award of this new garbage truck lease to RDK Truck Sales.

Thanks.



*Gabriel P. Menendez, P.E.*

**City Engineer**

O: (229) 248-2000 Ext. 121 | C: (229) 726- 4098 | F: (229) 246-7311

P.O. Box 158 | Bainbridge, Georgia 39818

[www.bainbridgecity.com](http://www.bainbridgecity.com)



Nov 16, 2023

**CAT SOURCEWELL VENDOR #032119CAT**  
**CITY OF BAINBRIDGE SOURCEWELL ACCOUNT #2098**

CITY OF BAINBRIDGE  
Attention: MR JOHNNY BROXTON

CAT Model: 306 Excavator – QUOTE 247252

STOCK NUMBER: EM2231771

SERIAL NUMBER: 06G609975

YEAR: 2023

SMU: 48.10

**MACHINE SPECIFICATIONS**

**CAT LIST PRICE**

|                                   |                   |
|-----------------------------------|-------------------|
| 306 07A CR MHE DCA4F              | 126,990           |
| BELT, SEAT, 3" RETRACTABLE        | 0                 |
| ALARM, TRAVEL                     | 0                 |
| CAT KEY, WITH PASSCODE OPTION     | 0                 |
| LIGHTS, LED                       | 0                 |
| CAMERA, REAR VIEW                 | 0                 |
| BOOM, SWING                       | 0                 |
| ENGINE, EPA TIER 4 FINAL          | 0                 |
| ELECTRICAL ARR, C2.4 HRC          | 0                 |
| TRACK, 16", RUBBER BELT           | 0                 |
| CONTROL, QC, 3 LINE               | 0                 |
| LINES, QC, LNG STK, 3 LINE        | 0                 |
| LINKAGE BUCKET W/ LIFTING EYE     | 0                 |
| TRAVEL PEDALS                     | 0                 |
| SOFTWARE, PROPORTIONAL CONTROL    | 0                 |
| SOFTWARE, STICK STEER CONTROL     | 0                 |
| SOFTWARE, 2 WAY CONTROL           | 0                 |
| SOFTWARE, CODED START             | 0                 |
| MONITOR NEXT GEN, ADVANCED, CR    | 0                 |
| HEATER, WATER JACKET              | 0                 |
| BLADE, ANGLE, BOCE                | 0                 |
| STICK, LONG, ANGLE BLADE          | 0                 |
| WIRING GP                         | 0                 |
| COVER GP                          | 0                 |
| PLUG GP                           | 0                 |
| BUCKET-HD, 24", 4.6 FT3, 5T       | 1,563             |
| THUMB, HYD + COUPLER, PG, MAN, 5T | 4,931             |
| INTEGRATED RADIO                  | 540               |
| PRODUCT LINK, CELLULAR PL243      | 0                 |
| COUPLER                           | 0                 |
| BUCKET - EA2231543                | 1,563             |
| <b>TOTAL CAT LIST</b>             | <b>\$ 135,587</b> |

**CITY OF BAINBRIDGE 306 CAT EXCAVATOR – NOVEMBER 2023**

---

|  |                |
|--|----------------|
| TOTAL CAT LIST (135,587) LESS CITY OF BAINBRIDGE SOURCEWELL DISCOUNT (20%) | 108,469        |
| EXT WARRANTY 5 YEAR 5,000 HOUR PREMIER                                     | 2,560          |
| FREIGHT/PREP/DELIVERY  | 1,524          |
| LESS YANCEY BROS. ADDITIONAL DISCOUNT TO CITY OF BAINBRIDGE                | (12,322)       |
| <b>TOTAL CITY OF BAINBRIDGE QUOTE PRICE</b>                                | <b>100,231</b> |

---

**WARRANTY**

Extended Warranty: 306-60 MO/5000 HR PREMIER (Tier 4)  
CSA 24/1000 Parts Only CVA

Accepted by \_\_\_\_\_ on \_\_\_\_\_

This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Danny West  
Yancey Bros. Co.  
229-560-1773

BID TABULATION  
CITY OF BAINBRIDGE  
December 15, 2023

FIREFIGHTERS SUITS AND ACCESSORIES:

| <u>QUANTITY</u>                                 | <u>DESCRIPTION</u>             |  |                 |              |
|---|--------------------------------|--|-----------------|--------------|
| 13 NEW  | FIRE <u>COATS</u> : 32" LENGTH |  |                 |              |
| <u>COMPANY</u>                                  |                                | <u>PRICE</u>   | <u>DELIVERY</u> | <u>TERMS</u> |
| GEORGIA FIRE AND RESCUE SUPPLY<br>CANTON, GA    |                                | <b>\$1,870.94 X 13 = \$24,322.22</b><br>BRAND: FIRE DEX<br><b>MADE IN THE USA</b>    | 112 DAYS        | NET 30 DAYS  |
| CENTRAL ALABAMA TRAINING SOL.<br>TUSCALOSSA, AL |                                | \$1,400.00 X 13 = \$18,200.00<br>BRAND: VIKING WARRIOR<br><b>NOT MADE IN THE USA</b> | 9 WEEKS         | NET 30 DAYS  |
| NAFECO<br>Decatur, AL                           |                                | NO BID   |                 |              |
| TEN-8<br>BRADENTON, FL                          |                                | NO BID   |                 |              |
| MUNICIPAL EQUIPMENT CO.<br>ORLANDO, FL          |                                | NO BID   |                 |              |

---

| <u>QUANTITY</u>                                 | <u>DESCRIPTION</u>     |  |                 |              |
|---|------------------------|--|-----------------|--------------|
| 13 NEW  | FIRE <u>TROUSERS</u> : |  |                 |              |
| <u>COMPANY</u>                                  |                        | <u>PRICE</u>   | <u>DELIVERY</u> | <u>TERMS</u> |
| GEORGIA FIRE AND RESCUE SUPPLY<br>CANTON, GA    |                        | <b>\$1,343.04 X 13 = \$17,459.52</b><br>BRAND: FIRE DEX<br><b>MADE IN THE USA</b>    | 112 DAYS        | NET 30 DAYS  |
| CENTRAL ALABAMA TRAINING SOL.<br>TUSCALOSSA, AL |                        | \$1,195.00 X 13 = \$15,535.00<br>BRAND: VIKING WARRIOR<br><b>NOT MADE IN THE USA</b> | 9 WEEKS         | NET 30 DAYS  |
| NAFECO<br>Decatur, AL                           |                        | NO BID   |                 |              |
| TEN-8<br>BRADENTON, FL                          |                        | NO BID   |                 |              |
| MUNICIPAL EQUIPMENT CO.<br>ORLANDO, FL          |                        | NO BID   |                 |              |

BID TABULATION  
CITY OF BAINBRIDGE  
December 15, 2023

FIREFIGHTERS SUITS AND ACCESSORIES:

QUANTITY            DESCRIPTION  
13 NEW                FIRE BOOTS:

| <u>COMPANY</u>                                 | <u>PRICE</u>  | <u>DELIVERY</u> | <u>TERMS</u> |
|--|---|-----------------|--------------|
| GEORGIA FIRE AND RESCUE SUPPLY<br>CANTON, GA   | <b>\$507.00 x 13 = \$6,598.80</b><br>BRAND: THOROGOOD | 21 DAYS         | NET 30 DAYS  |
| CENTRAL ALABAMA TRAINING SOL<br>TUSCALOSSA, AL | NO BID  |                 |              |
| NAFECO<br>Decatur, AL                          | NO BID  |                 |              |
| TEN-8<br>BRADENTON, FL                         | NO BID  |                 |              |
| MUNICIPAL EQUIPMENT CO.<br>ORLANDO, FL         | NO BID  |                 |              |

---

PUBLIC SAFETY 100-3220-53.1704

AWARD TO BE MADE TO:  
GEORGIA FIRE AND RESCUE SUPPLY  
CANTON, GA  
**TOTAL BID: \$48,380.54**