



WORK SESSION

October 11, 2021
10:00 AM

Albany-Dougherty Government Center
222 Pine Ave, Room 100, Albany, GA 31701

AGENDA

To comply with the request set forth by the Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) regarding the Coronavirus (COVID19) pandemic and social distancing, face coverings (masks) are required for all meeting participants.

The public will also have access to the live meeting by accessing the Dougherty County Georgia Government Facebook page at facebook.com/Dougherty.ga.us or viewing the public government access channel (Channel 16).

1. Call the meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Delegations (*The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others.*)
 - a. Thomas Brazzle, Ariel Fristoe and Marcel Foster with Out of Hand Theater, Atlanta, GA are present to request Board support in pursuit of a CDC grant.
 - b. Engineer Manager Jeremy Brown present to provide an update and response to the request to consider the installation of exercise pad fans at Robert Cross and Overlook Parks.
 - c. Engineer Manager Jeremy Brown present to provide an update on the Speed Study conducted in the Southgate community and proposed solutions for Astoria Drive.
4. Zoning.
 - a. Lanier Engineering, Inc. (21-056) requests to rezone 1.45 acres from C-5 (Office-Institutional-Residential District) to C-3 (Commercial District). The property is located 2507 Fleming Road. The property owner is the Base Side Storage, LLC; the applicant is Lanier Engineering, INC (District 6). The Planning Commission recommends approval. Angel Gray, Planning Manager, will address. The Public Hearing and Action are scheduled for October 18, 2021.

b. Lanier Engineering, Inc. (21-057) requests Special Approval to allow the special use of self-storage (Mini Warehouses) in a C-3 (Commercial District). The property is located at 2507 Fleming Road. The property owner is Base Side Storage, LLC; the applicant is Lanier Engineering, INC. (District 6). The Planning Commission recommends approval. Angel Gray, Planning Manager, will address. The Public Hearing and Action are scheduled for October 18, 2021.

5. Additional Business.

a. Recommendation to accept the proposed Resolution providing for the assessment and collection of an annual ad valorem tax to provide funds for the payment of the principal and interest on Dougherty County School District General Obligation Sales Tax Series 2021 Bond in the amount of \$28,565,000. Dougherty County School System Attorney Tommy Coleman will address.

b. Recommendation to approve the Alcohol Application from Moree's Grocery & Liquor, Inc, Bettye J. Amburn licensee, dba County Line Liquor, at 4030 Moultrie Road for Package- Liquor, Beer and Wine. The Albany-Dougherty Marshal's Office recommends approval. Marshal Nathaniel Norman, Business and License Support Department, will address.

c. Recommendation to accept the Hazard Mitigation Grant Program (HMGP) Project 4297-0008-R Albany-Dougherty County Acquisition Project - Phase I Award in the amount of \$3,327,308.48. County Administrator Michael McCoy and Director of Disaster Recovery & Grant Programs Georgia Collier-Bolling will address.

d. Recommendation to accept federal procurement guidance under the Uniform Administrative Requirements at 2 CFR 200.318 through 2 CFR 200.327, General Procurement Standards, and the federal GSA scheduled rates for travel, retroactive back to January 1, 2017. Director of Disaster Recovery & Grant Programs, Georgia Collier-Bolling will address.

e. Review of the State of Georgia's Tiny Home Zoning Regulation for consideration of adoption. Paul Forgey, Director, Planning & Development Services present to address.

f. Recommendation to declare the listed vehicles and equipment as surplus and authorizing the disposal of or sale of same via an online auction. County Administrator Michael McCoy will address.

6. Updates from the County Administrator.

7. Updates from the County Attorney.

8. Updates from the County Commission.

9. Adjourn.

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.

AGENDA ITEM

DATE: 10/5/21

MEETING DATE: 10/11/21

SUBJECT: Exercise Pad Fans

PRESENTED FOR:

Decision

Information

PRESENTER(S): Scott Addison, Jeremy Brown

Statement of Issue:

Citizen Mr. Dawson from Southgate Neighborhood requested that ceiling fans be installed at the exercise pad at Robert Cross Park. There is also an exercise pad at Overlook Park at Radium Springs Gardens that would require the same fan system.

History/Facts and Issues:

The shade/roof system over the exercise pads is approximately 16 feet above the ground surface. Conventional fans will not provide adequate airflow. At least two – 8 foot diameter commercial fans especially designed for a similar application would be required per exercise pad. The roof system is not rated as waterproof fabric. Therefore, waterproof rated commercial fans would be required. The fans would need to be dropped approximately 4 feet from the structure for clearance, leaving the height to the fans at approximately 12 feet above the ground, which could present a liability issue. These fans weigh approximately 200 pounds each. A structural analysis would be required on the structure since it was not designed for this additional loading. If the structure is not capable of supporting the fans, a new shelter would need to be constructed.

Power and cameras are in place at Overlook Park but not at Robert Cross Park. Cameras at the exercise pad at Robert Cross Park would be needed to help monitor vandalism. Infrared motion detection or a timer could be installed on the fans to limit unnecessary operation.

Fiscal Impact/Funding Source:

Robert Cross Exercise Pad:

Structural evaluation: \$5,000
Mechanical sizing and quantifying: \$2,500
Electrical estimate: \$18,000
Security cameras: \$9,000
Fans/Installation: \$28,000
Total: \$62,500

Overlook Exercise Pad:

Structural evaluation: \$5,000
Mechanical sizing and quantifying: \$2,500
Electrical estimate: \$1,500
Fans/Installation: \$28,000
Total: \$37,500

Estimated Project Total: \$100,000

*If a new shelter is required as a result of the structural analysis, the approximate cost would increase by \$60,000 each or \$120,000 total to bring the project total to \$220,000.

Funding Source: Adequate funding is not available in SPLOST VII – Parks.



Dept. /Division Director



Assistant County Administrator

Attachment(s):

Speed Study Analysis

DATE: 10/4/21

SUBJECT: Astoria Drive, Southgate Subdivision Traffic Calming Request

PRESENTED FOR: Decision Information

PRESENTER(S): Scott Addison, Jeremy Brown

Statement of Issue:

Citizen Mrs. Frazier submitted a written request to the Public Works Director dated February 3, 2021 asking for the installation of speed breakers on Astoria Drive in the Southgate Subdivision. As a result Engineering Manager, Jeremy Brown submitted a Speed Study Request to the City of Albany on February 11, 2021. Due to equipment issues, availability and Covid-19, the speed study was delayed. Mr. Dawson from Southgate Neighborhood requested the speed breakers in the Commission Meeting on September 13, 2021.

History/Facts and Issues:

Per the Dougherty County Traffic Calming Policy (attached), the Dougherty County Public Works Department requested that the City of Albany's Traffic Engineering Department (City) conduct a speed study at the street in question. The City conducted three studies later on in the week of September 13th. The streets studied were Astoria Drive, Spelman Drive and Newcastle Lane. The results of the study are shown below:

Spelman Drive 85% Percentile Speed is 23 MPH.
 Astoria Drive 85% Percentile Speed is 31 MPH.
 Newcastle Lane 85% Percentile Speed is 29 MPH.

Policy states that, "If the 85th percentile speed is less than 35 MPH, speed tables are not advised. The tables are designed to slow traffic to 28 to 30 MPH; therefore, their installation would serve minimal benefit."

This policy has been followed in past studies.

Recommended Action:

Staff recommends following policy.

Fiscal Impact/Funding Source:

\$42,000 for 10 Speed Tables/TSPLOST


Dept./Division Director


Assistant County Administrator

Attachment(s): Request letter
Excerpt from Dougherty County Traffic Calming Policy

3 February 2021

2811 Astoria Drive
Albany Ga 31701 4304
229 430 9196



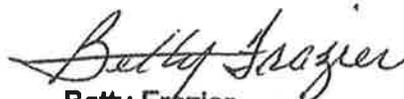
From: Betty Frazier
To: Director Public Works, Larry Cook

It is requested we have speed breakers installed on Astoria Drive, in Southgate Subdivision.

Two on the 2700 block and one on the 2800 block. The first would slow the traffic that enters the curve at the 2800 block. I have had two incidents where vehicles failed to correct at the curve into the 2800 block resulting in substantial damage to my property. The last resulted in my having to have sod and sand replaced. It also destroyed a flower ring and the cable box. The vehicle left my property and hit the car in the drive next door and caused damage to their car and yard.

The purpose of the breaker entering/exiting Astoria would possibly cause the traffic to stop for the sign. So often there are roll thru at the sign. The street ends where an elderly man sits in his door sometimes. Just last week a vehicle that failed to stop {skid marks are visible} ran into this man's yard, damaged the grass and broke a portion of the curb.

I would appreciate your consideration of approval for this request..


Betty Frazier

Copy to:
President Souhgate Neighborhood Watch
Willie Dawson

County Commissioner
Victor Edwards

they should foster a constant speed ranging between 28 and 30 MPH. They should not be misconstrued as enforcement mechanisms. The Institute of Transportation Engineers developed, by special committee, a policy on the use of speed humps/speed tables within the United States.

*NOTE: While this document primarily addresses the installation of speed tables as a traffic calming measure, the Engineering Department reserves the right to utilize other traffic calming measures, i.e., chicanes, bump outs, semi-diverters, etc., in lieu of speed tables. The selection of the traffic calming measure to be installed will be based on best engineering principles and guidelines as set forth by the Institute of Transportation Engineers.

1.2 Street Classification

Traffic Calming Device will only be considered on streets classified as local, residential streets with a posted speed limit of 30 MPH. A physical inspection of the street along with traffic data will be used to determine the effectiveness speed tables will have.

1.3 Legal Authority

Traffic Calming Device shall be placed only by the authority of the Dougherty County Board of Commissioners.

1.4 Standardization of Application

To assure uniformity with the general guidelines and recommendations, the Manual on Uniform Traffic Control Devices and Institute of Transportation Engineers, will be used to select traffic-calming devices. Strict adherence to the standards and guidelines outlined in this manual will help ensure that any given traffic calming measures including, but not limited to, the use of speed tables will be equally recognizable and require the same action on the part of the motorist regardless of where they are encountered.

2. Policy Elements

2.1 Speed Criteria

The 85th percentile is the indicator used to determine the maximum reasonable speed by performing a traffic study. The 85th percentile speed is a speed at or below which 85 percent of people drive at a given location under good weather and visibility conditions.

- ❖ If the study indicates that the 85th percentile is at least 10 MPH over the posted 30 MPH speed limit, the petition process will proceed if 60% of the homeowners in the petition area sign in favor of the speed tables.

- ❖ If the 85th percentile speed is from 35 to 40 Mph, homeowner may request a waiver. It will require 80% of the petition area to sign in favor of the speed tables.
- ❖ If the 85th percentile speed is less than 35 MPH, speed tables are not advised. The tables are designed to slow traffic to 28 to 30 MPH; therefore, their installation would serve minimal benefit.

2.2 Establishment of Defined Service Area

If a street or street section meets the minimum speed classification criteria, the Department will create a defined service area. The defined service area will consist of properties with direct frontage on the street and will include all residences 500 feet to either side of the outermost proposed traffic calming device or to the nearest intersecting street, whichever is deemed most appropriate by Department staff.

2.3 Recommendation for Speed Table Device

Department personnel will plan the placement of speed tables on streets meeting program criteria using the following guidelines¹ as detailed on APPENDIX D page 12.

- A. Grade - Speed tables will not be installed on street sections with grades greater than 8%.
- B. Sight Distance - Speed tables will not be placed in locations where sight distance is an issue. Curves are to be avoided. The tables should be visible from a distance of at least 250 feet using the standard AASHTO measurement procedures.
- C. Numbers of Tables in a Series - Speed tables are not to be used to slow traffic at a given "point," but rather to reinforce a safe, consistent speed. For this reason, a single table is not recommended. Usually, a series of tables should not exceed three quarters of a mile. If the street or street section to be considered exceeds a mile, speed tables may be used in conjunction with other traffic calming measures, such as traffic circles, thus reducing the number of speed tables necessary to achieve targeted speed reduction.
- D. Spacing - Research indicates that spacing tables between 300 and 500 feet apart is most effective at lowering the 85th percentile speed to the targeted range.
- E. Location - The first table in a series must be located in a position where it cannot be approached at a high speed from either direction. To achieve this objective, the first table in a series is typically installed within 100 and 200 feet of a small-radius curve or stop sign. Care should be taken so that speed tables are not in proposed areas that would conflict with existing infrastructure.

¹Based on the Institute of Transportation Engineers *Guidelines for the Design and Application of Speed Humps* May 1998



MEMORANDUM

Date: October 7, 2021

To: The Board of County Commissioners

From: Albany Dougherty Planning Commission

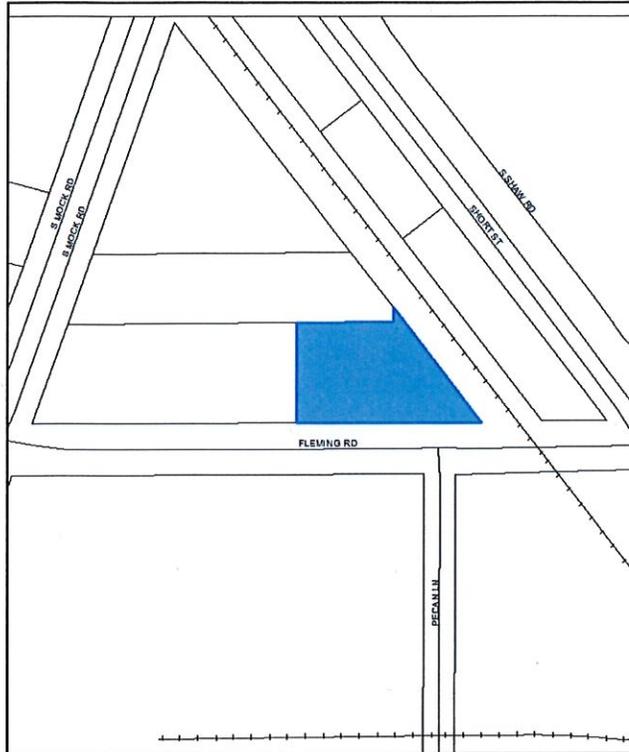
Subject: #21-056 Zoning (2507 Fleming Road)

Lanier Engineering, INC (21-056) has submitted an application on behalf of the owners to the Albany Dougherty Planning Commission requesting that the Official Zoning Map of Dougherty County be amended to rezone 1.45 acres from C-5 (Office-Institutional-Residential District) to C-3 (Commercial District). The property is located at 2507 Fleming Road. The property owner is the Base Side Storage, LLC; the applicant is Lanier Engineering, INC (**DISTRICT 6**)

Art Brown offered a motion to recommend **approval** to rezone the property located at 2507 Fleming Rd. from C-5 to C-3; seconded by Charles Ochie; the motion carried 9-0 with the following votes:

William Geer	Tie or Quorum
Billy Merritt	Yes
Art Brown	Yes
Jimmy Hall	Yes
Sanford Hillsman	Yes
Yvonne Jackson	Yes
Aaron Johnson	Yes
Charles Ochie	Yes
Helen Young	Yes
Heath Fountain	Yes

STAFF ANALYSIS AND REPORT APPLICATION #21-056 REZONING



OWNER/APPLICANT: Base Side Storage (owner)
Lanier Engineering (applicant)

LOCATION: 2507 Fleming Road, Albany, Georgia

CURRENT ZONING/USE:
Zoning: C-5 (Office-Institutional-Residential District)
Use: Vacant

PROPOSED ZONING/USE:
Zoning: C-3 (Commercial District)
Use: Self-Storage

ZONING/ADJACENT LAND USE:
North Zoning: C-3 (Commercial District)
Land Use: Commercial/Warehouse onsite
South Zoning: M-1 (Restricted Industrial District) and AG (Agricultural District)
Land Use: Vacant Lot

West Zoning: C-3 (Commercial District)

Land Use: Vacant Lot

East Zoning: C-3 (Commercial District)

Land Use: Rail Line (Georgia-Florida Rail) and Vacant Lot

MEETING INFORMATION:

Planning Commission: 10/07/21, 2:00 P.M., Robert Cross Multipurpose Facility – 3805 Martin Luther King, Jr. Drive, Albany, GA 31701

Public Hearing: 10/19/2021, 8:30 A.M., 222 Pine Avenue, Rm.100

RECOMMENDATION: Approval

BASIC INFORMATION

The applicant requests that the official zoning map of Dougherty County be amended to rezone from C-5 (Office-Institutional-Residential District) to C-3 (Commercial District). The applicant is Lanier Engineering. The property owner is Base Side Storage. This rezoning request is to allow for the development of a Self-Storage facility. If successfully rezoned, Special Approval will also be required to permit the use as a self-storage facility. The Special Approval Application is running concurrently with this Rezoning Application.

PHYSICAL CHARACTERISTICS AND INFRASTRUCTURE

This location is a 1.45-acre parcel and is currently vacant. The location is outside the City Limits within unincorporated Dougherty County. The subject parcel is not located within and floodplain. Transportation corridors, including Mock Road, Short Street, and an adjacent rail line, are located in and around the subject site.

RELEVANT ZONING HISTORY

Based on reviewing the past zoning maps, the site was zoned C-5 when the City adopted zoning in 1970. The adjacent parcels to the south and west were rezoned to C-3 (Commercial) in the 1980s.

PLANNING CONSIDERATIONS

Listed below are several issues for consideration in evaluating this rezoning application.

1. *Will the rezoning proposal permit a use that is suitable in view of the use and development of an adjacent and nearby property?*

Yes. The adjacent properties to the west, north, and east are zoned C-3. The properties to the south are M-1 and AG. Most of these properties are vacant except for an existing warehouse to the north. The proposed rezoning allows for commercial development, which would be compatible and consistent with the adjacent properties. Also, there is a rail line immediately located on the east side, providing possible future transportation options.

2. *Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?*

No. This rezoning proposal should not adversely affect the existing uses or usability of adjacent or nearby property.

3. *Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?*

Yes. The property has a reasonable economic use with its current C-5 designation, but a change to a C-3 zone would provide greater flexibility of land uses.

4. *Will the rezoning proposal result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?*

The proposal should have no other impacts on the use of existing streets, transportation facilities, utilities, or schools.

Road Classification: Fleming Road is an Urban Minor Arterial

Road Capacity: Fleming Road saw an Average Daily Traffic (AADT) count of 860 in 2020.

Trip Generation: Based on information from Trip Generation, 10th Edition (2018), a self-storage facility office could generate 12 to 33 trips per weekday.

Road Improvements: According to the FY 2018-2021 Transportation Improvement Program and the Dougherty Area Regional Transportation Study (DARTS 2045), no state or federally funded projects are taking place in this area.

Public Transit Routes: There are no public transit routes at this location.

Accident Information: This location is not located in a high traffic accident location

Analysis: There does not appear to be any impact on the transportation network from the development of this facility.

5. *Is the rezoning proposal in conformity with the policy and intent of the Albany-Dougherty Comprehensive Plan for Development (2026)?*

The Future Land Use Map recommends Commercial for this site and the adjacent areas to the north, west, and east. The properties to the south are recommended to be Industrial and Agricultural. The proposed rezoning and use are consistent with this recommendation.

6. *Are there other existing or changing conditions affecting the use and development of the property that provide grounds for approval or disapproval of the rezoning proposal as submitted?*

Staff did not identify any additional existing or changing conditions that support the approval or disapproval of the rezoning application.

RECOMMENDATION

Staff recommends **approval** to rezone the subject area from C-5 (Office-Institutional-Residential District) to C-3 (Commercial)

Attachments:

- 1. Application**
- 2. Zoning Notice Onsite Posting**
- 3. Land Survey/Site Map**
- 4. Location Map**
- 5. Zoning Map**
- 6. Aerial Map**

LOCATION



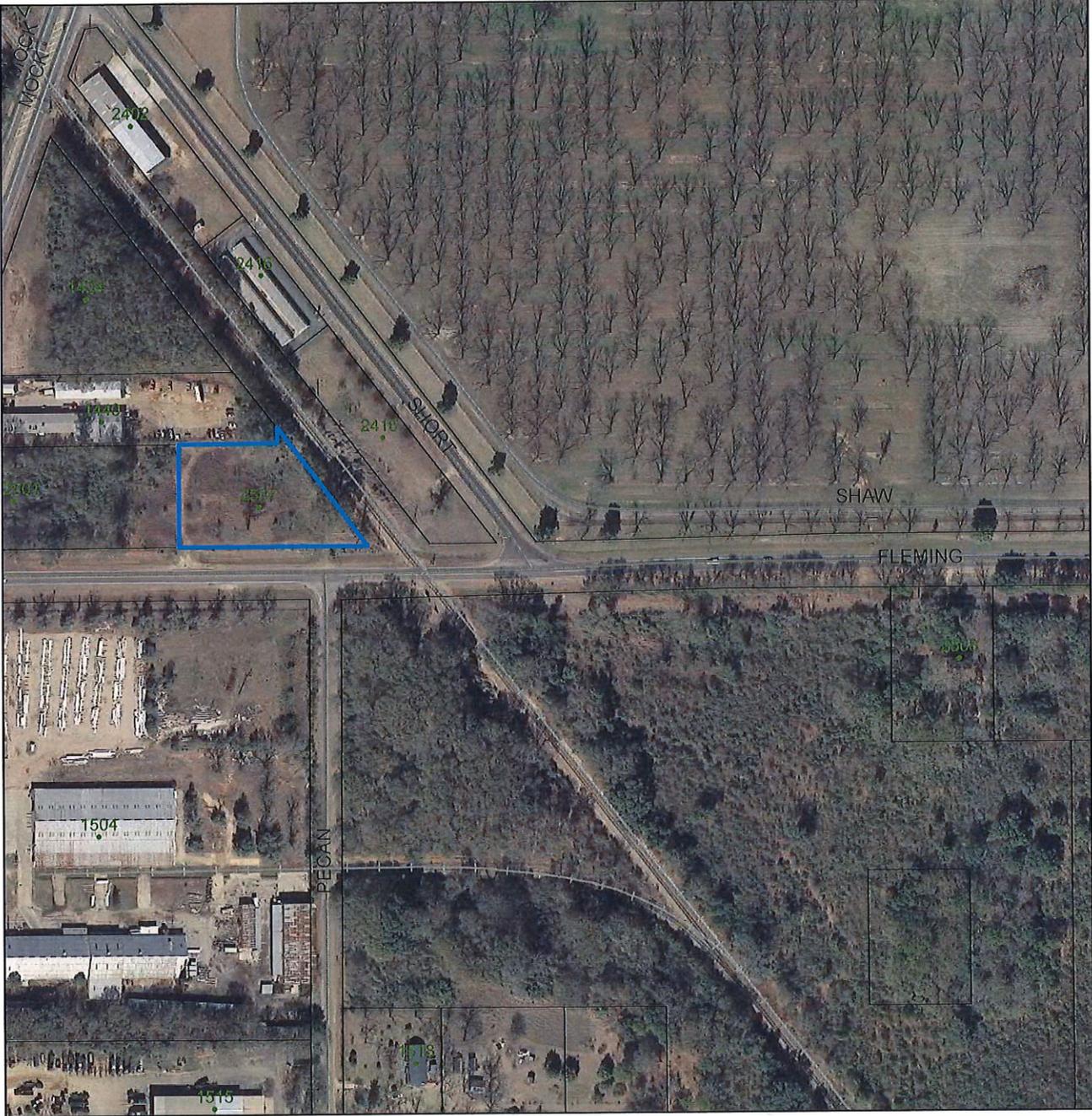
21-057
SPECIAL APPROVAL
2507 FLEMING
SELF-STORAGE



Disclaimer; Albany GIS makes every effort to produce the most accurate information possible. No warranties, expresses nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.



AERIAL



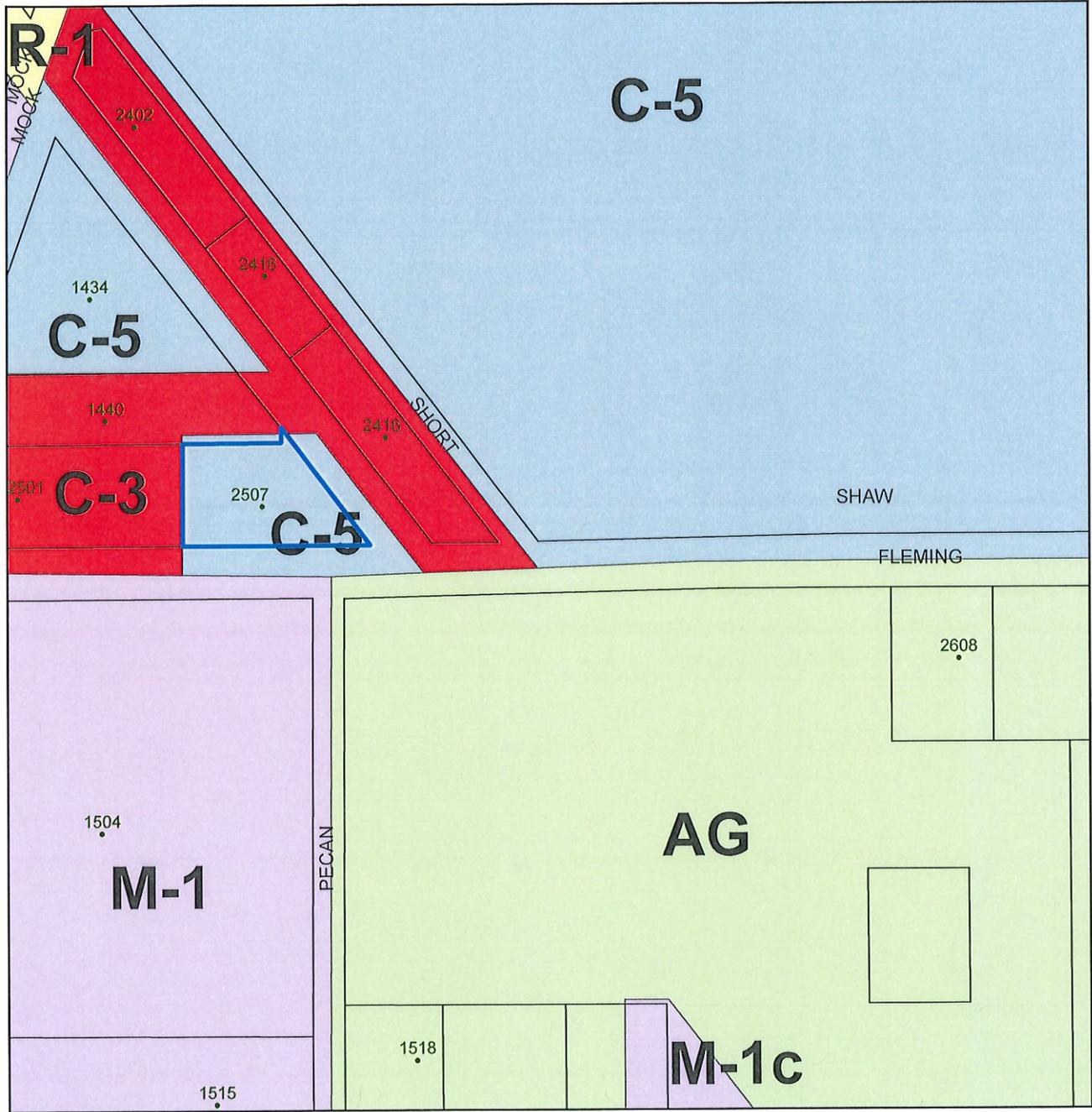
21-057
 SPECIAL APPROVAL
 2507 FLEMING
 SELF-STORAGE



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ZONING



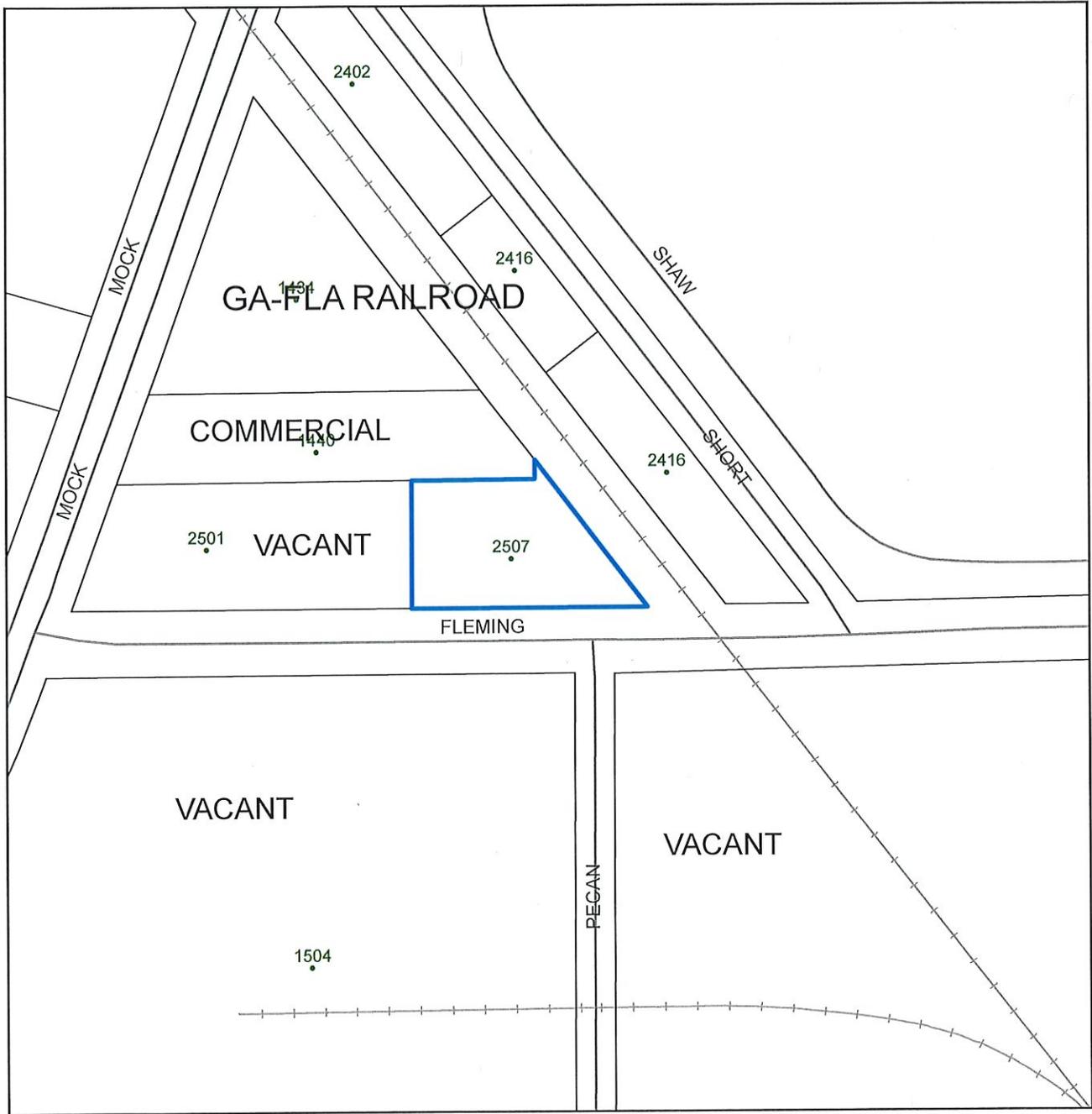
21-057
 SPECIAL APPROVAL
 2507 FLEMING
 SELF-STORAGE



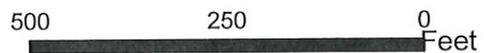
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LAND USE



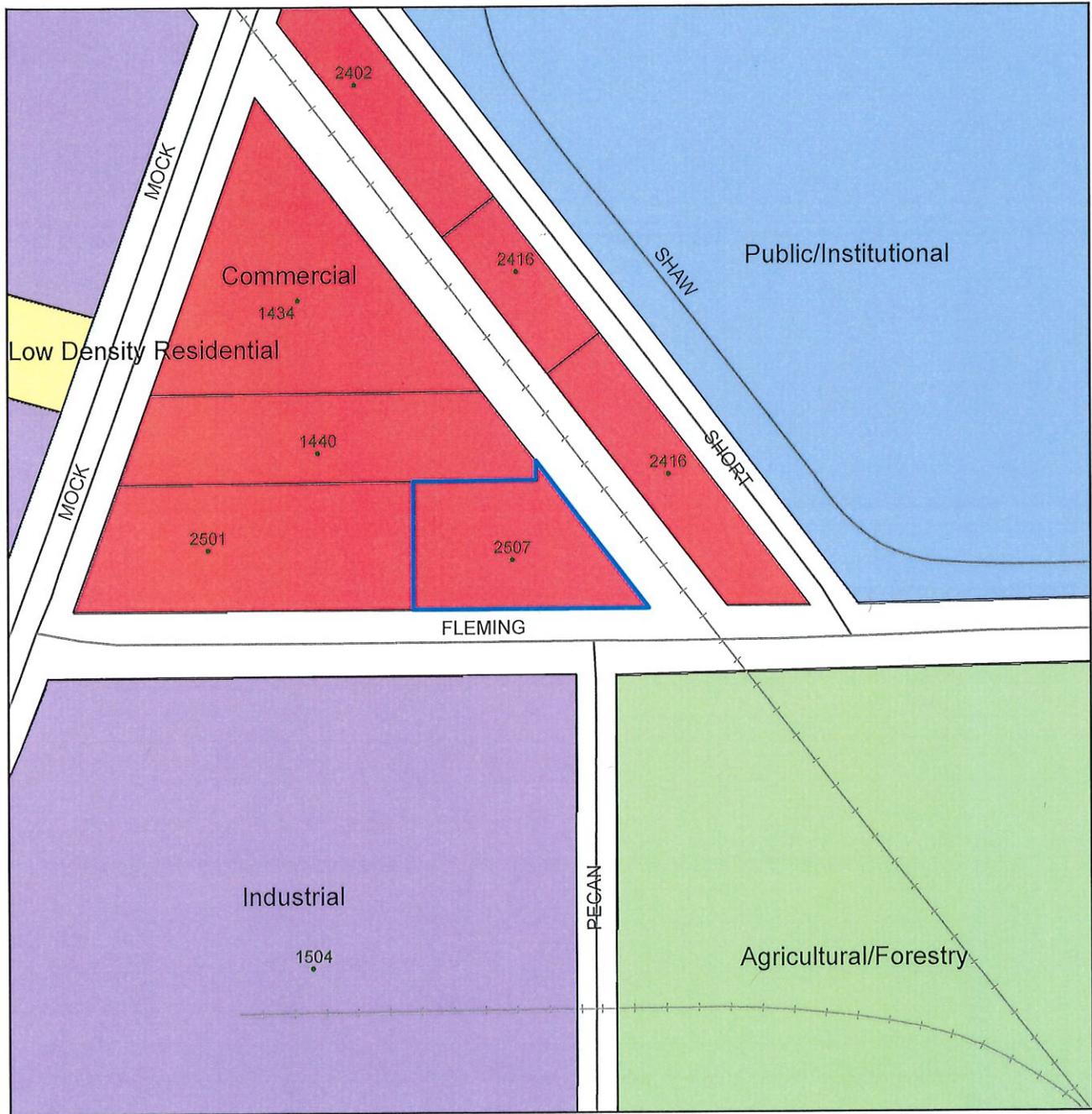
21-057
 SPECIAL APPROVAL
 2507 FLEMING
 SELF-STORAGE



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FUTURE LAND USE



21-057
 SPECIAL APPROVAL
 2507 FLEMING
 SELF STORAGE



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APPLICATION TO AMEND THE ZONING MAP OF:
Albany, Georgia [checked] Dougherty County, Georgia

Property address: 2507 FLEMING ROAD
Name of property owner(s): BASESIDE STORAGE, LLC
Mailing address: PO BOX 71594
City: ALBANY State: GA Zip code: 31708 Telephone: (229) 881-7643

Name of applicant: LANIER ENGINEERING, INC
Mailing address: 1504 3RD AVE
City: ALBANY State: GA Zip code: 31707 Telephone: (229) 438-0522

Zoning Classification:

Present zoning district C-5
Proposed zoning district C-3

Current use: VACANT
Proposed use: SELF-STORAGE

Please attach the following documents:

- A written legal description of the property giving the full metes and bounds description rather than plat reference.
A copy of the deed verifying ownership status.
Authorization by property owner form (if the property owner and applicant are not the same).
A plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale (submit one copy of the plat if it is 11" x 17" or smaller. For larger plats, submit twenty copies).
An 8" x 11" size map of the area (The map should be the same as the larger map).
A disclosure of campaign contributions and gifts form.
Filing fees should be paid when submitting the application. These fees are based on the zoning district that the applicant is applying for, and should be payable to the City of Albany.

This application must be filed by the 10th of the month to be considered for the Planning Commission meeting of the following month.

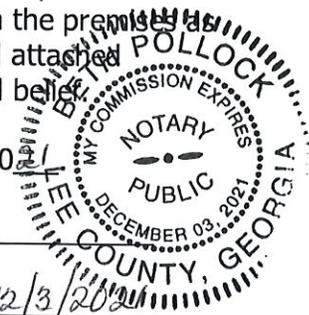
I hereby authorize the Planning & Development Services Department staff to inspect the premises of the above described property and to place a public notice sign on the premises as required by law. I also hereby depose and say that all statements herein, and attached statements submitted are true and accurate to the best of my knowledge and belief.

Sworn to and subscribed before me this 10 day of September, 2021

Signature of applicant: [Handwritten Signature]

Notary Public: Beth Pollock

My commission expires: 12/3/2021



(Staff use)

Posting fee: Rezoning Fee - \$660.00 Date paid: 9/14/21 Receipt: 146855



VERIFICATION OF OWNERSHIP

Name of all owners: BASE SIDE STORAGE, LLC

Address: PO BOX 71594

City/State/Zip Code: ALBANY, GA 31708

Telephone Number: (229) 881-7643

Property Location (give description if no address):
2507 FLEMING ROAD
TAX PARCEL 00156/00001/015

I am the owner of the property listed above, which is the subject matter of the attached application, as shown in the records of the City of Albany, or Dougherty County.

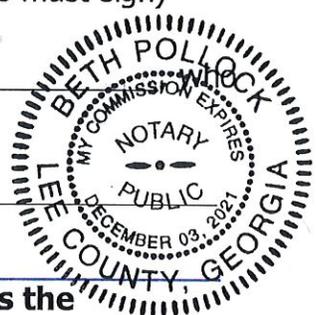
[Handwritten signature]

Owner Signature (all owners must sign) Owner Signature (all owners must sign)

Personally appeared before me Cameron Morris
has stated that the information on this form is true and correct.

[Handwritten signature: Beth Pollock]
Notary Public

9/10/21
Date



In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the attached application.

Name: LANIER ENGINEERING, INC

Address: 1504 3RD AVENUE

City/State/Zip Code: ALBANY, GA 31707

Telephone Number: (229) 438-0522



APPLICANT/AGENT DISCLOSURE
CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

The applicant filed on this date: 09/10/2021, to apply for a rezoning approval affecting described property as follows:

2507 FLEMING ROAD

Yes No

Within the last two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250 or more to a member or members of the City Commission or County Commission who will consider application number _____.

(Please list the name(s) and official position of the local government official; the dollar amount; description, and date of each campaign contribution).

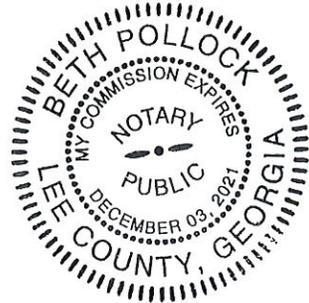
I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this 10th day of September, 2021.

[Signature]
Signature of Applicant
LANIOR ENGINEERING, INC.

[Signature]
Notary Public

Commission expires: 12/3/2021





APPLICANT/AGENT DISCLOSURE
CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

The applicant filed on this date: 09/10/2021, to apply for a rezoning approval affecting described property as follows:

2507 FLEMING ROAD

Yes No Within the last two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250 or more to a member or members of the City Commission or County Commission who will consider application number _____.

(Please list the name(s) and official position of the local government official; the dollar amount; description, and date of each campaign contribution).

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this 10th day of September, 2021.

[Signature]

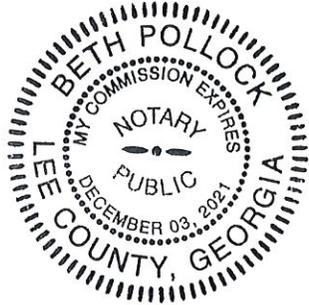
Signature of Applicant

Beth Pollock

Notary Public

BASE SIDE STORAGE, LLC

Commission expires: 12/3/21





August 9, 2021

Angel Gray
Albany Planning & Development Services
240 Pine Avenue
Albany, GA 31701

**RE: Base Side Storage
Dougherty County, Ga. LE21180**

Dear Angel:

We are working with Base Side Storage LLC in an effort to develop a self-storage facility on a tract of land located at 2507 Fleming Road in Dougherty County, Ga. The property is currently zoned C-5. We are submitting a request to rezone this property to C-3, and to obtain special approval for the mini-warehouse use. This letter is to clarify the proposed intent for the property addressing items as required by the City's zoning ordinance. Plans include the construction of approximately 14,150 sf of storage space in multiple buildings.

1. Traffic generated by a self-storage facility is moderately low. Fleming Road is a three lane roadway at this location with ample capacity for the development of this project.
2. Self-storage facilities require very little onsite parking. This particular site is small, and will not have an onsite office. The office for this facility is located on Mock Road within one half mile of the site. Parking is provided for loading and unloading only at the warehouse units themselves.
3. There will be a site identification sign located near the entrance to the site. The sign will comply with the County Sign Ordinance.
4. A 10' landscape strip will be provided around the perimeter of the site aesthetically separating this development from the adjoining commercial properties.
5. A buffer is not required by code as the adjoining properties are commercial. However, the entire self-storage facility will be fenced and gated. The perimeter landscape strip will be grassed.
6. The facility will be accessed by key code and will operate during normal business hours daily from approximately 8:00 AM to 8:00 PM. This is compatible with other businesses in the area.
7. Site lighting will be minimal and low intensity for security purposes only.
8. Site access will be from a single proposed driveway off of Fleming Road. Sight distance is not a problem at this location.

Should you desire any additional information, please let me know.

Sincerely,

A handwritten signature in black ink that reads 'Tod Lanier'.

Tod Lanier, PE
Vice President

LEC #21180
September 10, 2021

Legal Description
Property of Base Side Storage, LLC
to be Rezoned from C-5 to C-3

All that certain tract or parcel of land lying in and being part of Land Lots 165 and 188 of the First Land District, Dougherty County, Georgia and being more particularly described as follows:

Begin at the intersection of the southwest right-of-way line of Southern Railway (100' r/w) and the north right-of-way line of Fleming Road (100' r/w) and go South 89 degrees 56 minutes 21 seconds West along said North right-of-way line of Fleming Road a distance of 356.56 feet to a point; thence, leaving said right-of-way line, go North 00 degrees 05 minutes 34 seconds East a distance of 191.67 feet to a point; thence go South 89 degrees 54 minutes 06 seconds East a distance of 209.21 feet to a point on the southwest right-of-way line of Southern Railway; thence follow said right-of-way line South 37 degrees 36 minutes 00 seconds East a distance of 240.99 feet to a point on the north right-of-way line of Fleming Road which is the Point of Beginning.

Said tract or parcel contains 1.242 acres.



MEMORANDUM

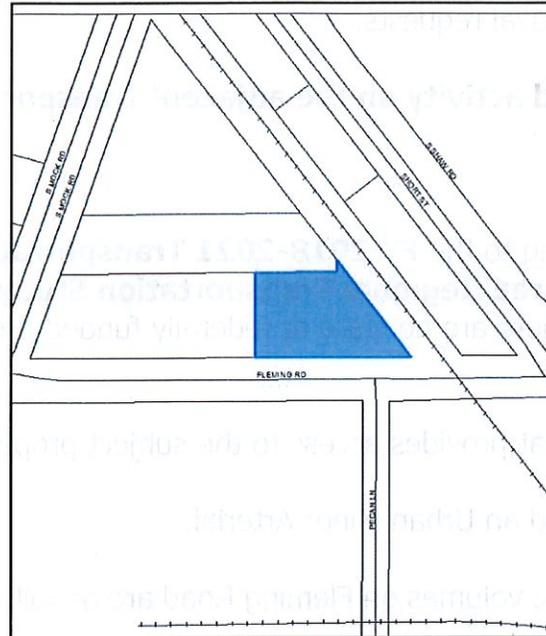
Date: October 4, 2021
To: The Board of County Commissioners
From: Albany Dougherty Planning Commission
Subject: #21-057(2507 Fleming Road)

Lanier Engineering, INC (21-057) has submitted an application on behalf of the owners to the Albany Dougherty Planning Commission requesting Special Approval to allow the special use of a self-storage (Mini Warehouses) in a C-3 (Commercial District). The property is located at 2507 Fleming Road. The property owner is Base Side Storage, LLC; the applicant is Lanier Engineering, INC. **(DISTRICT 6)**

Art Brown offered a motion to recommend **approval** to allow special use of a self-storage (Mini Warehouse) located at 2507 Fleming Road, seconded by Sanford Hillsman; the motion carried 9-0, with the following votes:

William Geer	Tie or Quorum
Billy Merritt	Yes
Art Brown	Yes
Jimmy Hall	Yes
Sanford Hillsman	Yes
Yvonne Jackson	Yes
Aaron Johnson	Yes
Charles Ochie	Yes
Helen Young	Yes
Heath Fountain	Yes

**STAFF ANALYSIS AND REPORT
APPLICATION #21-057 SPECIAL APPROVAL**



OWNER: Base Side Storage, LLC

APPLICANT: Lanier Engineering, Inc.

LOCATION: 2507 Fleming Road, Albany, GA 31707

CURRENT ZONING/USE: C-5 (Office-Institutional-Residential District)
Vacant Parcel

PROPOSED USE: Self-Storage Facility

MEETING INFORMATION:

Planning Commission: 10/07/2021, 2:00 P.M., Robert Cross Multipurpose Center, 3085 Martin Luther King, Jr. Dr.

Public Hearing: 10/18/21, 10:00 A.M., 222 Pine Avenue, Rm. 100

RECOMMENDATION: **Approval**

GENERAL INFORMATION:

The applicant is requesting Special Approval to develop a vacant parcel with a new self-storage facility. The property is currently zoned C-5, and that zoning classification does not permit self-storage facilities. A rezoning application (Case #21-056) is running concurrently with this Special Approval application. The rezoning application proposed to rezone the site from C-5 to C-3 (General Commercial), allowing a storage facility by Special Approval.

SPECIAL APPROVAL CRITERIA

The Albany Dougherty Zoning Ordinance recommends that the Planning Commission consider the following factors for special approval requests:

1. The effect of the proposed activity on the adjacent transportation network.

Trip Generation:

Road Improvements: According to the **FY 2018-2021 Transportation Improvement Program** and the **Dougherty Area Regional Transportation Study: (DARTS 2040)** for the Albany/Dougherty metro area, there are no state or federally funded projects taking place in this area.

Road Classifications: Street that provides access to the subject property is classified accordingly:

- Fleming Road is considered an Urban Minor Arterial.

Trip Generation: Current traffic volumes on Fleming Road are as follows.

- Fleming Road sees an Average Daily Traffic (AADT) Count of 860.

According to the ITE Trip Generator, a self-storage facility would increase daily traffic counts by 12 to 33 vehicle trips.

Analysis: No adverse impact to the surrounding transportation network should result from the proposed use.

2. The location of off-street parking facilities.

There will be no office located on this site. Therefore, no public parking is required. Parking will be provided for loading and unloading at the individual storage units.

3. The number, size, and type of signs proposed for the site.

Signs must comply with the City of Albany Sign Ordinance. There is one sign proposed that identifies the site to be located near the entrance.

4. The amount and location of open space.

There is a proposed 10-foot landscape strip to be located around the site's perimeter, aesthetically separating this development from the adjoining properties.

5. Protective Screening.

The applicant proposes a fence surrounding the entire site for both screening and security purposes

6. Hours and manner of operation of the proposed use.

The applicant states the facility will be accessed by key code and operate daily from 8:00 AM to 8:00 PM.

7. Outdoor lighting.

According to the applicant, lighting will be provided, but it will be minimal and low intensity for security purposes only.

8. Ingress and egress to the property.

According to the applicant, the property will be accessed directly from Fleming Road using a single-proposed driveway. There appears to be sufficient sight distance from the access way.

9. Compatibility with surrounding land use.

The proposed use is suitable with adjacent land uses as well as the subject site itself. The adjacent land uses include commercial, industrial and has both roadway and railway options for transportation options.

10. Consistency with the Comprehensive Plan.

The **Future Land Use Map** recommends Commercial uses on this site. The proposed use would not conflict with this recommendation.

RECOMMENDATION

Staff recommends **approval** of this application

LOCATION



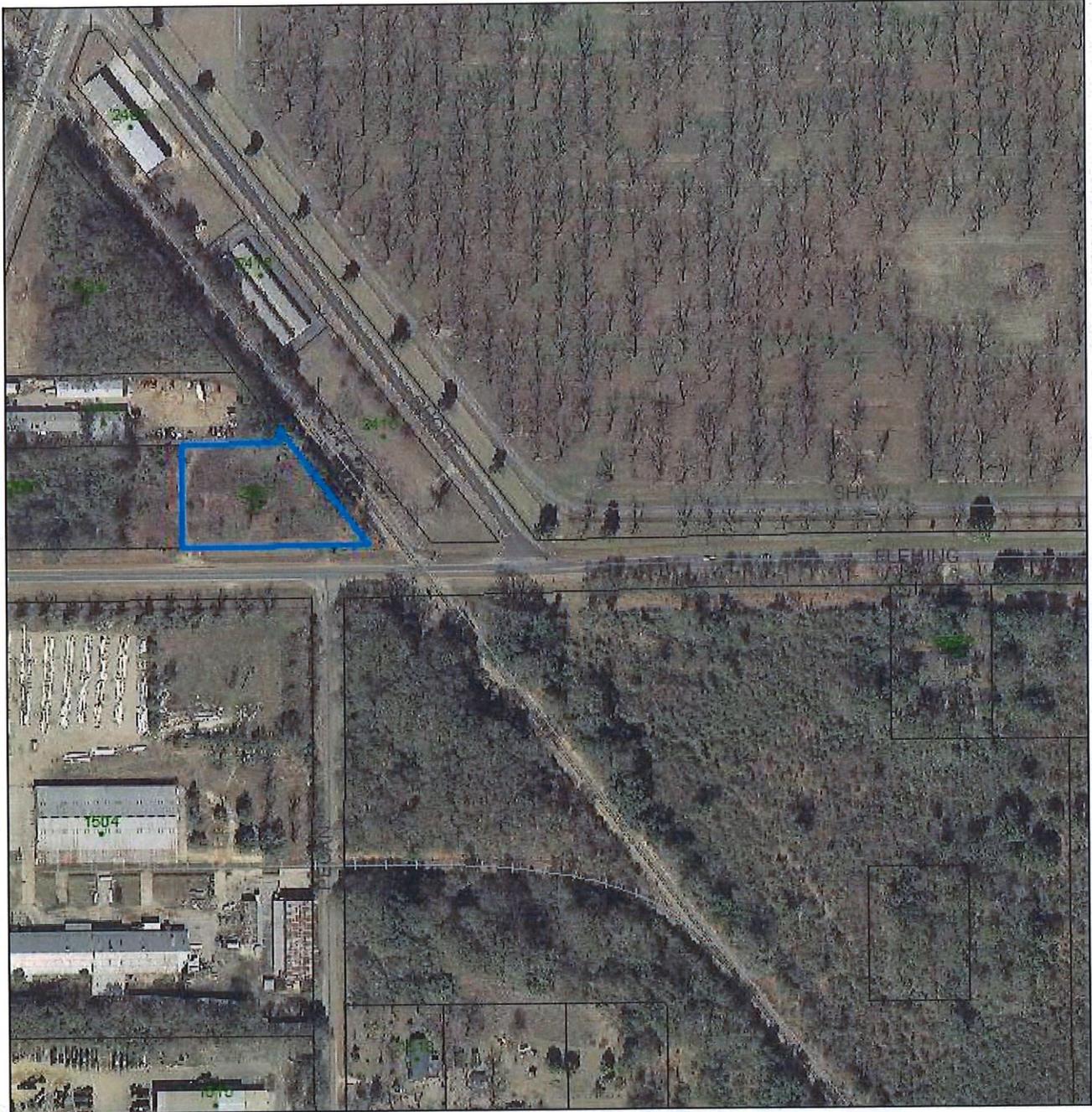
21-057
SPECIAL APPROVAL
2507 FLEMING
SELF-STORAGE



Disclaimer; Albany GIS makes every effort to produce the most accurate information possible. No warranties, expresses nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.



AERIAL



21-057
SPECIAL APPROVAL
2507 FLEMING
SELF-STORAGE

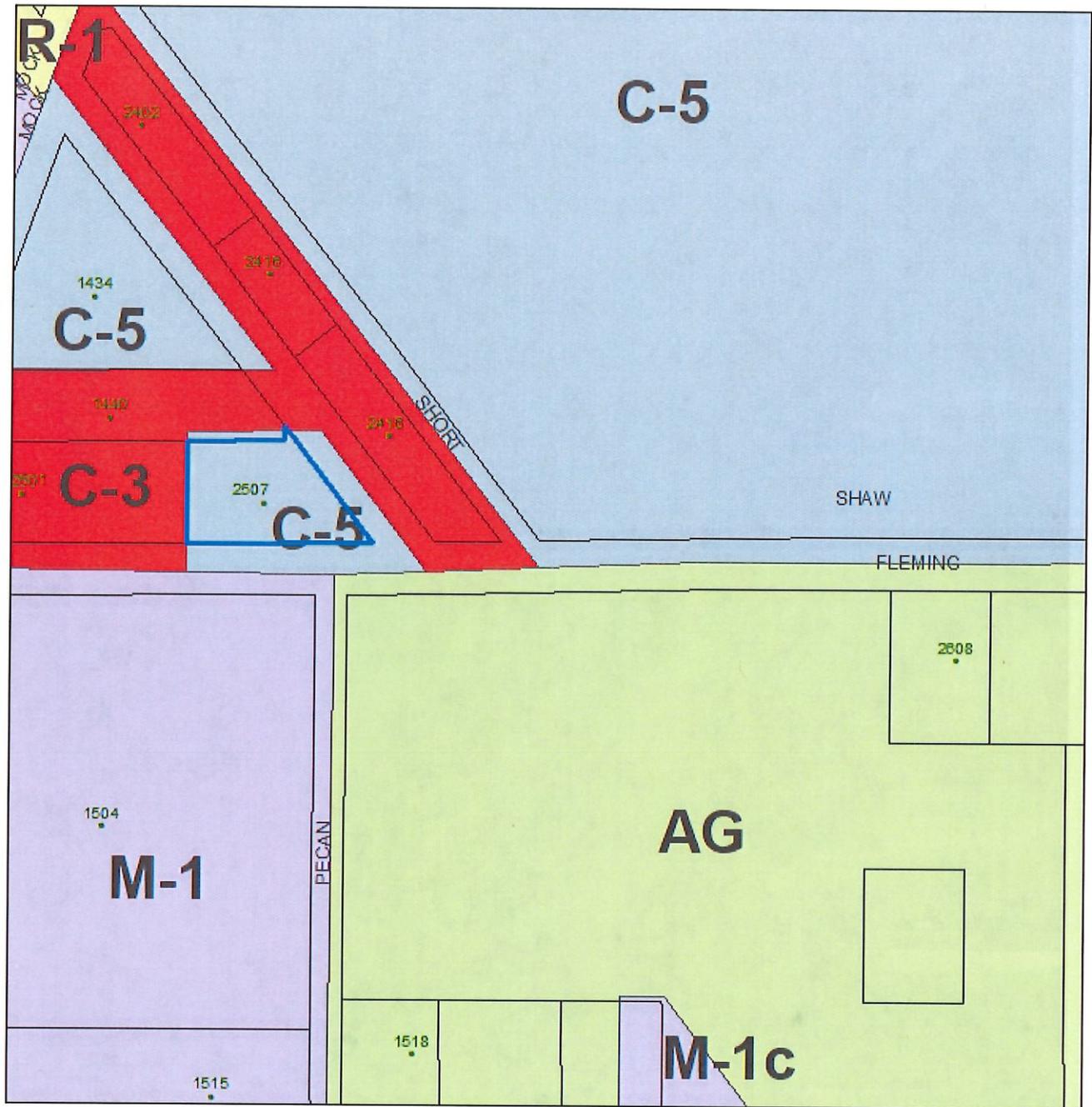
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Feet



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ZONING



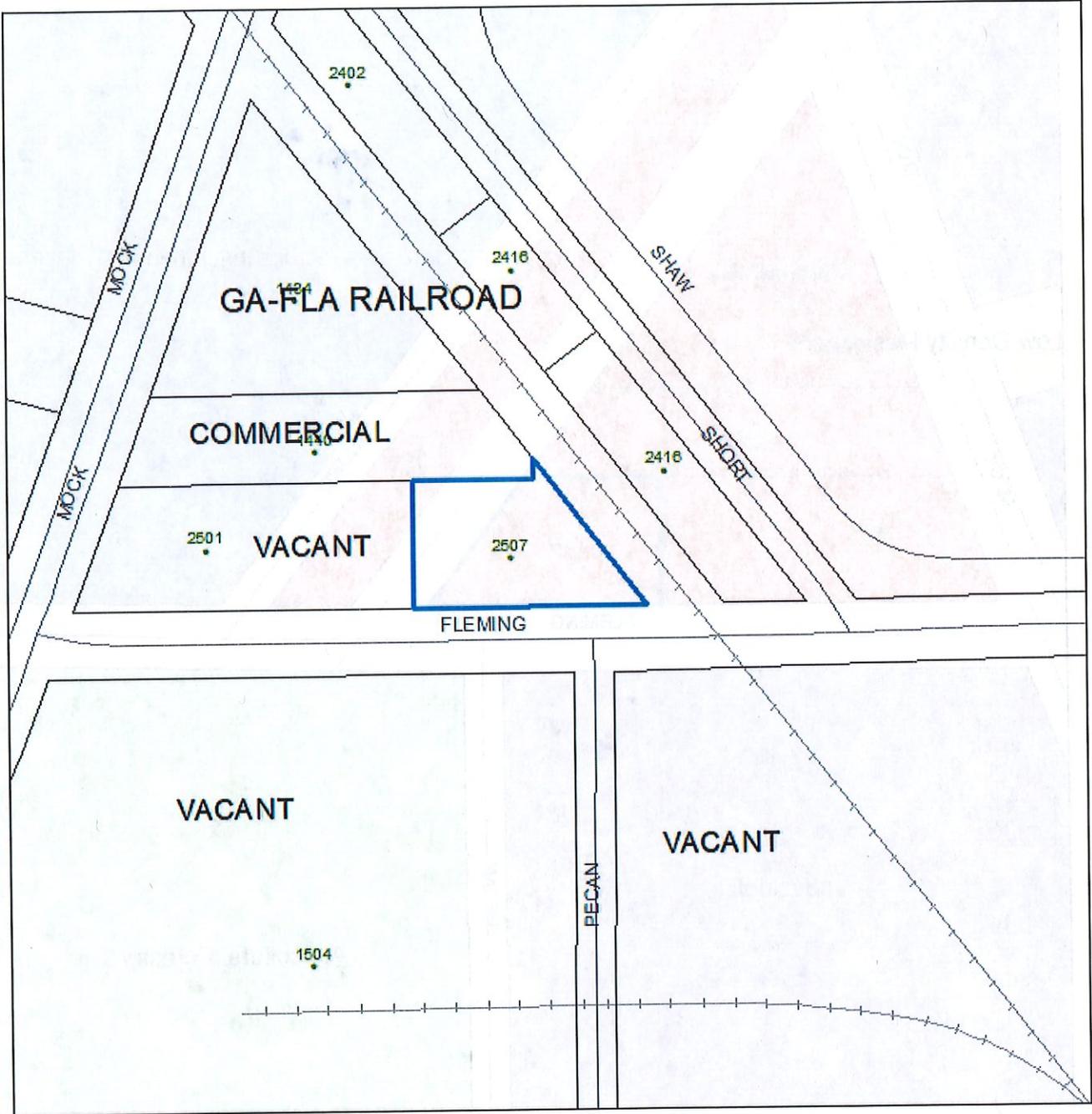
21-057
 SPECIAL APPROVAL
 2507 FLEMING
 SELF-STORAGE



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LAND USE



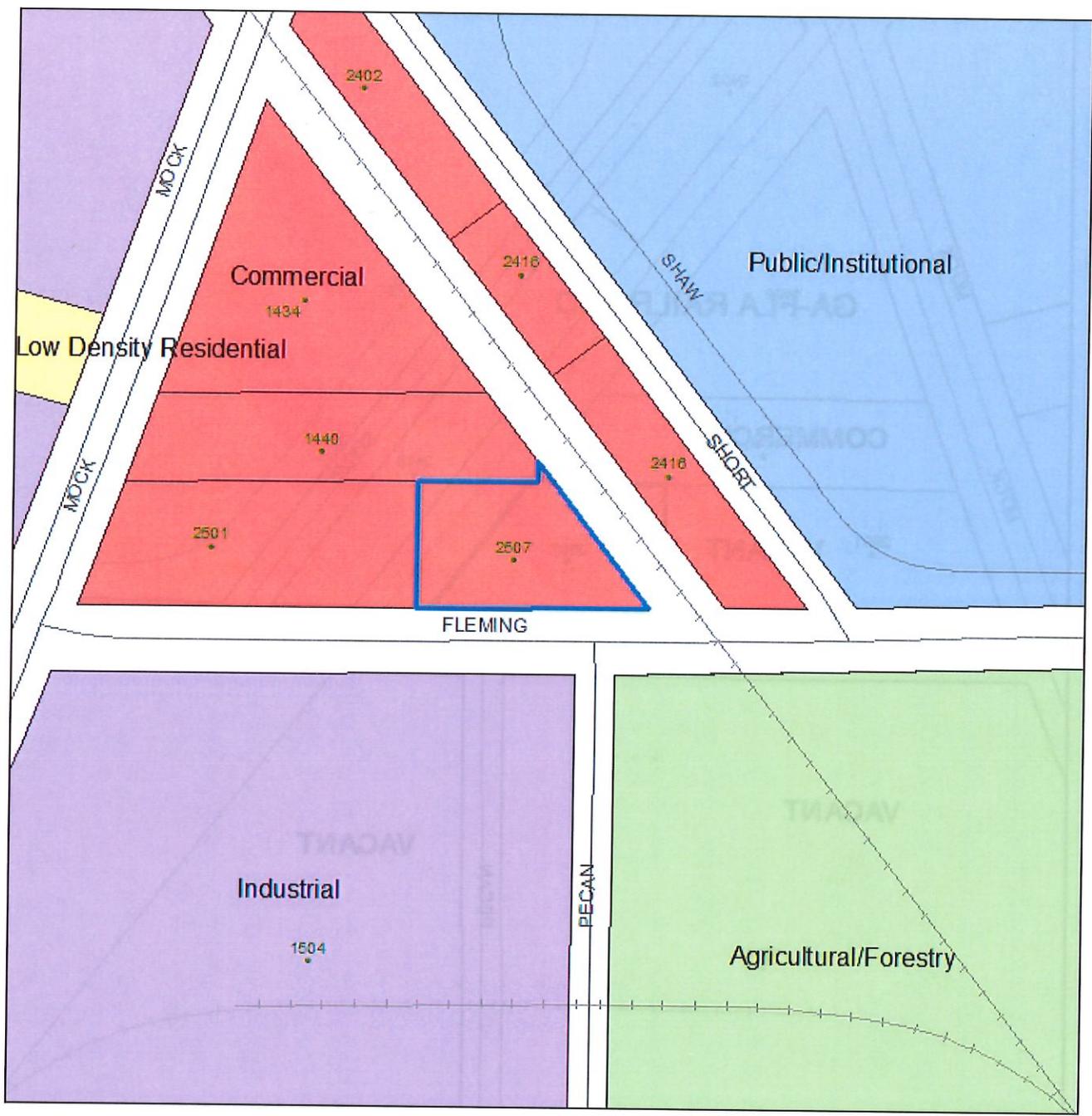
21-057
 SPECIAL APPROVAL
 2507 FLEMING
 SELF-STORAGE



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FUTURE LAND USE



21-057
 SPECIAL APPROVAL
 2507 FLEMING
 SELF STORAGE



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Special Approval Application

City of Albany [X] Dougherty County

Property Address: 2507 FLEMING ROAD

Name of Property Owner(s): BASE SIDE STORAGE, LLC

Mailing Address: PO BOX 71594

City: ALBANY State: GA Zip Code: 31708 Telephone: (229) 881-7643

Name of Applicant: LANIER ENGINEERING, INC

Mailing Address: 1504 3RD AVE

City: ALBANY State: GA Zip Code: 31707 Telephone: (229) 438-0522

Current Use of Property: VACANT

Property owner requests special approval to allow the following special use:

SELF-STORAGE (MINI-WAREHOUSES) IN A C-3 ZONE

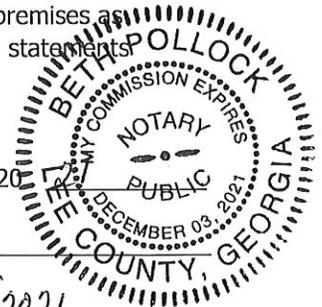
The applicant is required to provide a site plan, an 8" X 11" copy of the site plan, and a letter of intent with each application. In the event the applicant is someone other than the current owner, the applicant must attach a letter of authorization signed by the current owner(s) of the property authorizing the filing of the application. This application must be filed by the 10th of the month to be considered for the meeting of the following month.

I hereby authorize the Planning, Development Services & Code Enforcement Department staff to inspect the premises of the above described property and to place a public notice sign on the premises as required by law. I also hereby depose and say that all statements herein, and attached statements submitted are true and accurate to the best of my knowledge and belief.

Sworn to and subscribed before me this 10th day of September, 2021

Signature of Applicant: [Handwritten Signature]

Notary Public: Beth Pollock My commission expires: 12/3/2021



(Staff Use)

Posting fee: Date paid: Receipt:

LEC #21180
September 10, 2021

Legal Description
Property of Base Side Storage, LLC
to be Rezoned from C-5 to C-3

All that certain tract or parcel of land lying in and being part of Land Lots 165 and 188 of the First Land District, Dougherty County, Georgia and being more particularly described as follows:

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Said tract or parcel contains 1.242 acres.



APPLICANT/AGENT DISCLOSURE
CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

The applicant filed on this date: 09/10/2021, to apply for a rezoning approval affecting described property as follows:

2507 FLEMING ROAD

Yes No

Within the last two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250 or more to a member or members of the City Commission or County Commission who will consider application number _____.

(Please list the name(s) and official position of the local government official; the dollar amount; description, and date of each campaign contribution).

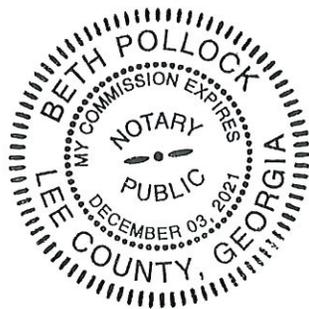
I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this 10th day of September, 2021.

[Signature]
Signature of Applicant
LANIOR ENGINEERING, INC.

[Signature]
Notary Public

Commission expires: 12/3/2021





APPLICANT/AGENT DISCLOSURE
CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

The applicant filed on this date: 09/10/2021, to apply for a rezoning approval affecting described property as follows:

2507 FLEMING ROAD

Yes No Within the last two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250 or more to a member or members of the City Commission or County Commission who will consider application number _____.

(Please list the name(s) and official position of the local government official; the dollar amount; description, and date of each campaign contribution).

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this 10th day of September, 2021.

Signature of Applicant

BASE SIDE STORAGE, LLC

Notary Public

Commission expires: 12/3/21





VERIFICATION OF OWNERSHIP

Name of all owners: BASE SIDE STORAGE, LLC

Address: PO BOX 71594

City/State/Zip Code: ALBANY, GA 31708

Telephone Number: (229) 881-7643

Property Location (give description if no address): 2507 FLEMING ROAD

TAX PARCEL 00156/00001/015

I am the owner of the property listed above, which is the subject matter of the attached application, as shown in the records of the City of Albany, or Dougherty County.

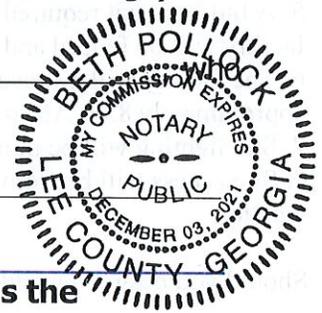
[Handwritten signature]

Owner Signature (all owners must sign) Owner Signature (all owners must sign)

Personally appeared before me Cameron Morris has stated that the information on this form is true and correct.

Beth Pollock Notary Public

9/10/21 Date



In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the attached application.

Name: LANIER ENGINEERING, INC

Address: 1504 3RD AVENUE

City/State/Zip Code: ALBANY, GA 31707

Telephone Number: (229) 438-0522



August 9, 2021

Angel Gray
 Albany Planning & Development Services
 240 Pine Avenue
 Albany, GA 31701

**RE: Base Side Storage
 Dougherty County, Ga. LE21180**

Dear Angel:

We are working with Base Side Storage LLC in an effort to develop a self-storage facility on a tract of land located at 2507 Fleming Road in Dougherty County, Ga. The property is currently zoned C-5. We are submitting a request to rezone this property to C-3, and to obtain special approval for the mini-warehouse use. This letter is to clarify the proposed intent for the property addressing items as required by the City's zoning ordinance. Plans include the construction of approximately 14,150 sf of storage space in multiple buildings.

1. Traffic generated by a self-storage facility is moderately low. Fleming Road is a three lane roadway at this location with ample capacity for the development of this project.
2. Self-storage facilities require very little onsite parking. This particular site is small, and will not have an onsite office. The office for this facility is located on Mock Road within one half mile of the site. Parking is provided for loading and unloading only at the warehouse units themselves.
3. There will be a site identification sign located near the entrance to the site. The sign will comply with the County Sign Ordinance.
4. A 10' landscape strip will be provided around the perimeter of the site aesthetically separating this development from the adjoining commercial properties.
5. A buffer is not required by code as the adjoining properties are commercial. However, the entire self-storage facility will be fenced and gated. The perimeter landscape strip will be grassed.
6. The facility will be accessed by key code and will operate during normal business hours daily from approximately 8:00 AM to 8:00 PM. This is compatible with other businesses in the area.
7. Site lighting will be minimal and low intensity for security purposes only.
8. Site access will be from a single proposed driveway off of Fleming Road. Sight distance is not a problem at this location.

Should you desire any additional information, please let me know.

Sincerely,

Tod Lanier, PE
 Vice President

A RESOLUTION OF THE DOUGHERTY COUNTY BOARD OF COMMISSIONERS PROVIDING FOR THE ASSESSMENT AND COLLECTION OF AN ANNUAL AD VALOREM TAX TO PROVIDE FUNDS FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON [\$28,565,000] IN AGGREGATE PRINCIPAL AMOUNT OF DOUGHERTY COUNTY SCHOOL DISTRICT GENERAL OBLIGATION SALES TAX BONDS, SERIES 2021

WHEREAS, the Dougherty County School District (the “School District”) encompasses all of Dougherty County, Georgia (the “County”); and

WHEREAS, the Dougherty County Board of Education (the “Board of Education”) is the body charged with contracting debts and managing the affairs of the School District; and

WHEREAS, at an election duly called and held within the School District on November 3, 2020 (the “Election”), a majority of the registered voters of the School District voting in the Election voted in favor of the (a) continuation of a one percent sales and use tax for educational purposes (the “Sales and Use Tax”) for a period of time not to exceed 20 calendar quarters for the purpose of funding capital outlay projects for the School District (the “Projects”) and (b) issuance of the general obligation debt of the School District in a maximum principal amount not to exceed \$50,000,000 (the “Debt”) for the purpose of paying (i) the costs of the Projects, (ii) capitalized interest on the Debt and (iii) the costs of issuing the Debt; and

WHEREAS, pursuant to a resolution duly adopted by the Board of Education on October 11, 2021 (the “Bond Resolution”), the School District has duly authorized the issuance of [\$28,565,000] of the Debt in the form of its Dougherty County School District General Obligation Sales Tax Bonds, Series 2021(the “Bonds”); and

WHEREAS, the proceeds of the Bonds will be used for the purpose of paying (a) a portion of the Projects, (b) capitalized interest on the Bonds and (c) the costs of issuing the Bonds; and

WHEREAS, the Board of Education is required by Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia to cause the Dougherty County Board of Commissioners (the “Board of Commissioners”) to provide for the assessment and collection of an annual ad valorem tax sufficient in amount to pay the principal of and interest on the Bonds as the same become due; and

WHEREAS, the Board of Commissioners desires to provide for the assessment and collection of such tax.

NOW, THEREFORE, at the request of the Board of Education, BE IT RESOLVED by the Board of Commissioners, and IT IS HEREBY RESOLVED by authority of the same, as follows:

1. Pursuant to Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia, and as requested by the Board of Education pursuant to the Bond Resolution, there is hereby assessed an annual tax upon all property located in the School District subject to taxation for general obligation school bond purposes in an amount sufficient to pay the amounts in the years set forth in Exhibit A hereto attached and made a part hereof.

2. The sums hereby levied are irrevocably pledged and appropriated to the payment of the principal of and interest on the Bonds as the same become due and payable.

3. In the event that the Sales and Use Tax is insufficient to pay the debt service on the Bonds, the sums hereby levied shall be collected by the Tax Commissioner of Dougherty County, Georgia and shall be paid into a sinking fund to be maintained for and applied to the payment of the principal of and interest on the Bonds as the same become due and payable.

4. The County hereby acknowledges receipt of a certified copy of the Bond Resolution.

5. All resolutions in conflict with this Resolution be and the same are hereby repealed.

6. This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED AND APPROVED on October 18, 2021.

DOUGHERTY COUNTY BOARD OF
COMMISSIONERS

(SEAL)

By: _____
Chairman

Attest:

Clerk

EXHIBIT A
DEBT SERVICE SCHEDULE

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
06/01/2022	-	-	-
12/01/2022	-	-	-
06/01/2023	-	-	-
12/01/2023	-	-	-
06/01/2024	-	-	-
12/01/2024	-	-	-
06/01/2025	-	-	-
12/01/2025	-	-	-
TOTAL	<u>[\$28,565,000]</u>		

CLERK'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF DOUGHERTY

The undersigned Clerk of Dougherty County Board of Commissioners (the "Board of Commissioners"), the body charged with managing the affairs of Dougherty County, Georgia (the "County"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners on October 18, 2021 in a meeting duly called and assembled and at which a quorum was present and acting throughout, and that the original of which resolution has been duly recorded in the Minute Book of the Board of Commissioners, which is in my custody and control.

Witness my hand and the seal of the County, this 18th day of October, 2021.

Clerk

(SEAL)



Application Fee \$50 Item 5b.

222 Pine Avenue, Suite 540, Post Office Box 1827
Albany, Georgia 31702-1827

ALCOHOL LICENSE APPLICATION

Date of Application: September 17, 2021

New Applicant

Transfer of Ownership

INSTRUCTIONS: Every question must be answered, typewritten or printed legibly in ink. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that a separate sheet is attached. When completed the application must be dated, signed and verified, under oath by the applicant and filed with the License Inspector, City of Albany, 240 Pine Ave, Ste 150, Albany, Georgia 31701. with all supporting documents and a money order, cashier's or certified check for the exact fee. **Please schedule an appointment with the Chief Licensing Inspector by calling 229-431-2118.** Appointments are scheduled Tuesdays and Thursdays from 10 a.m. to 2 p.m.

Check Appropriate Block(s):

- | | | | | | |
|--|---------|--|---------|--|---------|
| <input type="checkbox"/> BEER, Consumption | \$500 | <input type="checkbox"/> WINE, Consumption | \$350 | <input type="checkbox"/> LIQUOR, Package/Consumption | \$2,000 |
| <input type="checkbox"/> BEER, Package | \$400 | <input type="checkbox"/> WINE, Package | \$350 | <input type="checkbox"/> LIQUOR, Wholesale/Manufacture | \$3,000 |
| <input type="checkbox"/> BEER, Brewers | \$3,000 | <input type="checkbox"/> WINE, Manufacture | \$1,000 | <input checked="" type="checkbox"/> PACKAGE-Liquor, Beer, and Wine | \$2,000 |
| <input type="checkbox"/> BEER, Wholesale | \$750 | <input type="checkbox"/> WINE, Wholesale | \$500 | <input type="checkbox"/> CONSUMPTION-Liquor, Beer and Wine | \$2,500 |

CORPORATION NAME: Morees's Grocery & Liquor Inc			
TRADE NAME OF BUSINESS: County Line Liquor			
BUSINESS ADDRESS: 4030 Moultrie Road			BUSINESS PHONE: 229-435-5483
CITY: Albany	STATE: Georgia	ZIP CODE: 31705	COUNTY IN WHICH BUSINESS IS LOCATED: Dougherty

MAILING ADDRESS IF DIFFERENT FROM BUSINESS ADDRESS

MAILING ADDRESS:		
CITY:	STATE:	ZIP CODE NUMBER:
THIS APPLICATION IS FILED BY:		
<input type="checkbox"/> SINGLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION (Documents Required) <input type="checkbox"/> PRIVATE CLUB (Documents Required)		

GENERAL INFORMATION LICENSEE

1. FULL NAME OF LICENSEE: Bettye Joannah Amburn			
ADDRESS OF LEGAL RESIDENCE: 2120 S. County Line Raod			
CITY: Albany	STATE: Georgia	ZIP CODE: 31705	COUNTY OF RESIDENCE: Worth
MOBILE PHONE: 229-603-8412	EMAIL: joamburn@gmail.com	AGE: 60	
2. FULL NAME OF LICENSEE: Keith Moree			
ADDRESS OF LEGAL RESIDENCE: 6147 Moultrie Road			
CITY: Albany	STATE: Georgia	ZIP CODE: 31705	COUNTY OF RESIDENCE: Worth
MOBILE PHONE: 229-344-1522	EMAIL: Keithmoree@live.com	AGE: 57	

(A). If applicant resided at current residence less than 2 years list past address:

Item 5b.

3. Manager/ Responsible Person Information (Agent): Managed by Applicant (Go to question #4)

Name: _____ Age: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

CERTIFICATION OF APPOINTMENT

I, _____ the applicant of this alcohol application do hereby appoint the above agent who resides within the County of Dougherty, in the State of Georgia as my lawful and true manager/responsible person who conducts business for this establishment. This certification becomes a part of this application for the business known as _____ at _____.

Agent Signature _____ Date _____ Applicant Signature _____ Date _____

4. List all Corporations or firms associated with this business or its principal officers and their percentages of ownership (attach list if necessary):

	Name	Address	Percentage
A	Bettye Reynolds Moree,	6001 Moultrie Rd. Albany, Georgia 31705-5201	34%
B	Bettye Joannah Amburn,	2120 S. County Line Rd, Albany, Georgia 31705-5204	33%
C	Lary Kieth Moree,	6147 Moultrie Rd. Albany, Georgia 31705-5202	33%

5. List the owner of the property or the property manager & company who issued the lease (include address & phone number): Check one: Leased ___ # of Months Purchased/Owner

Same as above

6. Has the applicant or any person listed in this application ever been convicted of any felony under federal or state law? YES ___ NO . If yes, please provide details for each instance.

7. Has the applicant or any person listed in this application ever been convicted of any violation of federal or state law or regulation respecting to the manufacture, possession or sale of alcoholic beverages or who has forfeited his or her bond to appear in court to answer charges for any such violations?

YES ___ NO . If yes, please provide details for each instance.

8. Have you ever been denied or had an alcohol license that has been revoked?

YES ___ NO . If yes give date, location, and reasons.

9. TYPE OF BUSINESS: (Check One)

- RESTAURANT
- PUB/TAVERN
- NIGHTCLUB/LOUNGE/BAR
- HOTEL/MOTEL
- PRIVATE CLUB (NON-PROFIT)

- CONVENIENCE/GROCERY STORE
- PACKAGE STORE
- MULTI-PURPOSE FACILITY
- MUNICIPAL FACILITY
- OTHER (SPECIFY _____)

OATH

10. I, Jo Amburn (The Applicant), being duly sworn according to law, do swear or affirm that the facts stated in the above application are true and correct. Further that any false information that I have provided and should have known to be false may lead this application to be denied or revoked if it is discovered at a later date. Notwithstanding having criminal charges brought against me for false statements. I will promptly notify the License Inspector of any changes to the above information. I have read, understand, and also agree to abide by the Ordinances for Dougherty County, and any State or Federal Laws or regulations governing the service or sale of alcoholic beverages. I further swear or affirm that this application is made in order to procure an alcoholic beverage license in Dougherty County, Georgia.

I am aware of the age requirement for the admittance to alcoholic establishments, Days and Hours of Sale, and the requirement for Alcoholic Beverage Handlers Cards. I further certify that my business meets the required specifications and qualifications for the type of business as indicated above.

SIGNATURE OF APPLICANT(S):

- 1. Jo Amburn
- 2. _____

Sworn to and subscribed before me this
17th day of September, 2021.
Karen D. Aldridge
 NOTARY PUBLIC COUNTY GEORGIA

OFFICE USE ONLY

PROXIMITIES (LEAVE BLANK IF A TRANSFER OF OWNERSHIP):

A. Nearest School: 5280 + Feet From: Morningside Elementary, 120 Patrol Ln.
 (Must be greater than 300 ft. for beer and wine, 600 ft. for distilled spirits)

B. Nearest Church: 1100 + Feet From: Cornerstone Baptist Church, 4007 Moultrie Rd
 (Must be greater than 300 ft.)

C. Other Distances:

- 1. N/A feet.
 (Distance between Bars, Nightclubs, Taverns, Lounges within 1,000 feet of this applied location.)
- 2. N/A feet.
 (If requested location is within 300 feet of Government owned or operated Alcohol Treatment Center.)
- 3. N/A feet.
 (If requested location is within 300 feet of any Housing Authority Property.)

D. Package Stores _____ feet from existing package store _____ N/A
 located at _____ (Must be greater than 1,500 ft.)

Is this location or has this location been licensed for alcohol? Yes No

If Yes, License Number: 249 Last Year Licensed: 2021

Business Name: Countyline Liquor Store

Licensee: Keith Moree

Lic.No. _____

Fee _____

ABC Date _____

Accepted by: _____

ADDITIONAL INFORMATION

Proprty transafered to Spouce and Children.

WORK SESSION DATE: October 11, 2021

REGULAR MEETING DATE: October 18, 2021

ZONING: C-1 *gh* DISTRICT: 6 *gh*

Applicant(s) meet criteria: Yes No

Location meets criteria: Yes No

[Signature] 9-17-21
Director/License Inspector Date

Recommendation: Approved Disapproved

[Signature] 09-23-21
Chief of Police/Designee Date

COPY OF ADVERTISEMENT

NOTICE OF APPLICATION FOR PACKAGE STORE
 I Bettye JoAnnah Amburn, trading as Moree's Grocery & Liquor Inc., 4030 Moultrie Rd., Albany, GA, 31705, give notice that I have applied for an Alcohol License to be considered by the Dougherty County Commission at 10 am on October 18, 2021, at 222 Pine Ave, Room 100, Albany, GA 31702.
 Sept. 22, 27, Oct 4, 11, 2021

County Clerk/Designee _____ Date _____

Remarks:

Approved Disapproved

COMMENTS:

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Item 5c.

BRIAN P. KEMP
GOVERNOR



JAMES C. STALLINGS
DIRECTOR

October 7, 2021

Mr. Michael McCoy
County Administrator
222 Pine Avenue, Suite 540
Albany, Georgia 31701

Dear Mr. McCoy:

On behalf of Governor Brian P. Kemp, it is my pleasure to inform you that a Hazard Mitigation Grant Program (HMGP) award has been approved by the Federal Emergency Management Agency. This grant, which has been designated HMGP 4297-0008A, will be used to acquire and demolish 18 properties in Dougherty County. The total approved cost is \$3,327,308.48, with a federal share of \$2,495,481.36, state share of \$332,730.85, and a local share of \$499,096.27.

These funds are subject to the execution of the enclosed Recipient-Subrecipient Agreement. Please sign and return both copies of the agreement and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protecting Georgia citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we will continue to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Stephen Clark, Hazard Mitigation Manager, at (404) 635-4573.

Sincerely,


James C. Stallings

mm/js

Enclosures

cc: Georgia Collier-Bolling, Director
Dougherty County Disaster Recovery and Grant Programs
Cedric Scott, Director
Dougherty County Emergency Management Agency
Frank Maneer, Area Coordinator
Georgia Emergency Management and Homeland Security Agency

**HAZARD MITIGATION GRANT PROGRAM
Recipient-Subrecipient Agreement**

On January 26, 2017, the President declared that a major disaster exists in the State of Georgia. This declaration was based on damage resulting from severe storms, tornadoes, and straight-line winds. This document is the Recipient-Subrecipient Hazard Mitigation Assistance Agreement for the major disaster, designated FEMA-4297-DR, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended by Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 44 CFR 206 Subpart N, Hazard Mitigation Grant Program. Under this Agreement, the interests and responsibilities of the Recipient, herein after referred to as the State, will be executed by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). The individual designated to represent the State is the GEMA/HS Director, Mr. James C. Stallings, the Governor's Authorized Representative. The Subrecipient to this Agreement is Dougherty County. The interests and responsibilities of the Subrecipient will be executed by the Dougherty County agent, the Subrecipient Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:

- Exhibit "A" Assurances – Construction Programs
- Exhibit "B": Project Administration Guidelines: Financial Assistance, Hazard Mitigation Grant Program
- Exhibit "C": Certification regarding Drug-Free Workplace Requirements
- Exhibit "D": Certification regarding Lobbying
- Exhibit "E": Certification of Compliance with National Historic Preservation Act, Section 106
- Exhibit "F": Certification Hazardous Substance Compliance
- Exhibit "G": Certification of Safeguarding Duplication of Benefits Information
- Exhibit "H": Sample Contract for Sale of Real Property, with Exhibits
 - Exhibit "1": Bill of Sale
 - Exhibit "2": Subrecipient’s Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Samples
 - Exhibit "3": Certificate of Removal of Personal Property and Debris
 - Exhibit "4": Disclosure and Certification of Flood Assistance
 - Exhibit "5": Property Inventory
- Exhibit "I": Clear Title
- Exhibit "J": General Warranty Deed
- Exhibit "K": Determination of Fair Market Value
- Exhibit "L": Appraisal Guidelines
- Exhibit "M": Statement of Voluntary Participation
- Exhibit "N": Scope of Work
- Exhibit "O": Progress Payment Request Form
- Exhibit "P": Federal Funding Accountability and Transparency Act Certification

2. Pursuant to Section 404 of the Act, funds are hereby awarded to the Subrecipient on a 75 percent federal cost share and 10 percent state cost share basis for the hazard mitigation project(s) described in Exhibit "N". The Subrecipient shall be responsible for the

remaining 15 percent share of any costs incurred under Section 404 of the Act and this Agreement. Allowable costs will be governed by 2 CFR Part 200.

3. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
4. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers and records of any recipients of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.
5. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
6. The Subrecipient agrees that the mitigation project contained in this agreement will be completed by Dougherty County on or before July 25, 2022. Completion dates may be extended upon justification by the Subrecipient and approval by FEMA and the Governor's Authorized Representative.
7. The written assurances provided by Dougherty County pertaining to FEMA's post award approval conditions apply to this Award Agreement and are incorporated by reference.
8. The Subrecipient shall follow Uniform Administrative Requirements for awards found in 2 CFR Part 200 and FEMA HMA (Hazard Mitigation Assistance) program guidance to implement this award.
9. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

Governor's Authorized
Representative

Subrecipient's Authorized
Representative

Date

Date

EXHIBIT "A"

**COVER PAGE FOR CURRENT
ASSURANCES-CONSTRUCTION PROGRAMS**

EXHIBIT "B"
GEORGIA EMERGENCY MANAGEMENT
and HOMELAND SECURITY AGENCY
Hazard Mitigation Grant Program
Project Administration Guidelines: Financial Assistance

This fact sheet provides a synopsis of information contained in the Recipient-Subrecipient Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Hazard Mitigation Grant Program project administration.

1. Project Identification – The Federal Emergency Management Agency (FEMA) has assigned project number HMGP 4297-0008A to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. Documentation – You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Hazard Mitigation Grant Program project file. Documentation consists of:
 - A. Recipient-Subrecipient Agreement
 - B. Copies of checks, vouchers or ledger statements
 - C. Contracts awarded
 - D. Invoices or other billing documents
 - E. Progress reports
 - F. Record of advance or progress payments (where applicable)
3. Funding – Cost sharing has been established at 75% federal, 10% state, and 15% applicant.
4. Debarred and Suspended Parties – You must not make any award or permit any award (subaward or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”.
5. Procurement Standards – You may use your own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards. Below is a summary of key procurement standards that a Subrecipient should incorporate as discussed in 2 CFR Sections 200.318 to 200.326.
 - A. Conflict of Interest Policy – The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required in 2 CFR Section 200.318.
 - B. Procurement – Perform procurement transactions in a manner providing full and open completion. Contracts and Procurements must be of reasonable cost, generally

must be competitively bid, and must comply with Federal, State, and local procurement standards. FEMA finds five methods of procurement acceptable:

- 1) Micro-purchase procedures: an informal method for securing services or supplies that do not cost more than \$3,000. Micro-purchases may be awarded without soliciting competitive quotes if the Subrecipient considers the price to be reasonable.
 - 2) Small purchase procedures: an informal method for securing services or supplies that do not cost more than \$100,000 by obtaining several price quotes from different sources.
 - 3) Sealed bids: a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsive bidder whose proposal is the lowest in price.
 - 4) Competitive proposals: a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price.
 - 5) Non-competitive proposals: a method whereby a proposal is received from only one source, because the item is available only from a single source; there is an emergency requirement that will not permit delay.
- C. Maintain sufficient records to detail the significant history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, and contractor selection or rejection.
- D. Take affirmative steps to assure the use of small and minority firms, women’s business enterprises, and labor surplus area firms when possible.
- E. Include specific provisions in Subrecipient’s contracts to allow changes, remedies, changed conditions, access and records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.
6. Payments
- A. Progress Payments
- 1) When progress payments are desired, you must submit a written request (on provided form at Exhibit “O”) and provide supporting documentation, such as an invoice and copies of check.
 - 2) The Hazard Mitigation Risk Reduction Specialist reviews the request and supporting documentation. The Hazard Mitigation Manager reviews and approves or denies the request.
 - 3) If the request is denied, the Hazard Mitigation Manager will inform you in writing that additional documentation is required to support the request.

- 4) If the request is approved, the Hazard Mitigation Manager will authorize payment of the requested amount.
 - 5) Quarterly report submissions must be current in order to receive progress payments.
 - B. Advance Payments – Advance payments will be made on an exception basis only.
7. Subrecipient Performance – The scope of work (see Exhibit “N”) must be initiated within 90 days of this award notification.
 - A. If documentation, inspections or other reviews reveal problems in performance of the scope of work, the Hazard Mitigation Manager will inform you in writing of the deficiencies.
 - B. In addition, the State may also withhold all or any portion of financial assistance which has been made available under this agreement until adequate corrective action is taken.
8. Award Expiration Date
 - A. The award expiration date runs through July 25, 2022 and has been established based on project milestones established by the applicant in their application. The award expiration date is the time during which the Subrecipient is expected to complete the scope of work. You may not expend FEMA or state funds beyond this date. All costs must be submitted for reimbursement within 60 days of the end of the award expiration date.
 - B. Requests for time extensions to the Award Expiration Date will be considered but will not be granted automatically. A written request must be submitted to the Hazard Mitigation Manager with an explanation of the reason or reasons for the delay. Without justification, extension requests will not be processed. Extensions will not be granted if the Subrecipient has any overdue quarterly progress reports. If an extension is requested, it must be received 90 days prior to the award expiration date, no later than April 25, 2022. When fully justified, the State Hazard Mitigation Manager may extend the award expiration date.
9. Project Termination
 - A. The Recipient, Subrecipient, or FEMA may terminate award agreements upon giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.

- B. The Subrecipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the award will commence and be processed as prescribed under final inspection procedures described in this Recipient-Subrecipient Agreement.
10. Environmental and Historic Preservation Conditions
- A. The following Environmental Project Conditions must be followed to ensure the project remains in compliance through implementation:
- 1) Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review did not address all federal, state, and local requirements. Acceptance of federal funding requires Recipients to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
 - 2) If ground-disturbing activities occur during construction or demolition, Subrecipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
11. Equipment/Supplies – The Subrecipient must comply with the regulations listed in 2 CFR 200.313 Equipment, 200.314 Supplies, and must be in compliance with state laws and procedures.
12. Award Modifications
- A. Any award modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Award Modifications include:
- 1) Any revision which would result in the need for additional funding.
 - 2) Transfers between budget categories.
- B. The Subrecipient shall follow prior approval requirements for budget revisions found in 2 CFR 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten (10) percent of the total budget.

13. Appeals – You may submit an appeal on any item related to award assistance. Appeals must be submitted to the State Hazard Mitigation Manager within 90 days of the action which is being appealed.
14. Progress Reports
 - A. Quarterly progress reports are required. The report will be supplied to you by GEMA/HS on a quarterly basis for your completion.
 - B. The initial progress report will cover the period through September 30, 2021. It must be submitted no later than October 15, 2021.
 - C. Subsequent reports must be filed by you within fifteen (15) days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).
15. Interim Inspections – Interim inspections may be conducted by GEMA/HS staff and/or FEMA staff.
16. Project Closeout
 - A. When all work has been completed, you must notify your Hazard Mitigation Risk Reduction Specialist in writing to request project closeout.
 - B. A desk review will be conducted by your Hazard Mitigation Risk Reduction Specialist.
17. Audits – If you receive \$750,000 or more in federal assistance from all federal sources, not just this award, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to:

Department of Audits and Accounts
Non-Profit and Local Government Audits
270 Washington Street, SW, Room 1-156
Atlanta, Georgia 30334-8400

If you need additional information or assistance, contact the GEMA/HS Hazard Mitigation Program at (404) 635-7522 or 1-800-TRY-GEMA.

EXHIBIT "C"

Certification Regarding Drug Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 2 CFR Part 3001. The regulations require certification by Subrecipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to grant the award. False certification or violation of the certification shall be grounds for suspension of payments,

- A. The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient and Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every award officer or other designee on whose award activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected award;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

EXHIBIT "D"

**CERTIFICATION REGARDING LOBBYING
Certification For Contracts, Awards, Loans, and Cooperative Agreements**

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 award, 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, award, loan, or cooperative agreement.
2. 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, award, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub awards, and contracts under awards, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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 a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

Subrecipient's Authorized Representative

Date

EXHIBIT "E"

Certification of Compliance with the National Historic Preservation Act, Section 106

1. Dougherty County (hereinafter "the subrecipient") warrants that under no circumstances will the subrecipient demolish structures acquired under the Hazard Mitigation Grant Program which are being evaluated for potential historical significance under Section 106 of the National Historic Preservation Act of 1966, as amended, until receiving written notice and authorization to proceed with demolition from FEMA.
2. The subrecipient agrees to consider the recommendations of the State Historic Preservation Officer (SHPO) regarding historic preservation measures prior to demolition. Any extraordinary historic preservation measures conducted after acquisition will be at the expense of the subrecipient.
3. The subrecipient agrees to employ such protective measures as are reasonably necessary to protect acquired properties having potential historic significance from illegal entry and damage. The subrecipient shall be responsible for employing protective measures from the Closing Date until such time as written notice and authorization to proceed with demolition is received by the subrecipient from FEMA. "Protective measures" shall include, at a minimum, locking or otherwise securing all exterior entrances of acquired structures and posting a "NO TRESPASSING" sign.
4. NHPA (National Historic Preservation Act): Foundations of structures to be demolished shall be pushed in below grade within the original footprint and basements shall be backfilled using fill from an existing off-site material borrow source. Slabs, walkways, driveways, concrete stair footings, and similar appurtenances may be removed. Ground disturbance shall be limited to the immediate area of the demolished structures. Construction equipment will be operated within existing driveways and the perimeters of structures to limit ground disturbance. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the findings will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant will notify GEMA/HS within 24 hours of the discovery and GEMA/HS shall promptly notify FEMA. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. These conditions shall be included in instructions to the demolition contractor.

EXHIBIT "F"

Certification of Hazardous Substance Compliance

- A. DOUGHERTY COUNTY (hereinafter the "Subrecipient") hereby represents and warrants to the State and FEMA that the soil and ground water of all properties acquired using Hazard Mitigation Grant Program funds are free from hazardous substances. "Hazardous Substances" include, but are not limited to, every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended: (i) the Resource Conservation and Recovery Act of 1976 (RCRA); (ii) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); (iii) the Asbestos Hazard Emergency Response Act (AHERA), and any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance", or similar terms, and which could create liability; and (iv) any federal, state, or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having Subrecipient over the Properties to be acquired using Hazard Mitigation Grant Program funds.
- B. The Subrecipient hereby agrees and warrants the following relative to each property being considered for acquisition under the Hazard Mitigation Grant Program:
- (1) To make reasonable inquiry regarding current or past uses of the properties relative to hazardous substances contamination. Such current or past uses include, but are not limited to, use as a solid waste disposal site, underground storage tank site, or facility for the transport, treatment, storage, generation, installation, or any other uses involving hazardous substances.
 - (2) If, after reasonable inquiry, a property under consideration for acquisition under the Hazard Mitigation Grant Program is found to currently or previously have been used for a purpose or purposes involving hazardous substances, including, but not limited to those uses and purposes described in Subsection 1, the Subrecipient agrees and warrants that soil boring and testing shall be conducted, at the expense of the Subrecipient, for the purpose of determining whether the soil and/or ground water of such property is contaminated with a hazardous substance. If the results of such soil boring and testing show that the soil and/or ground water of such property is not currently contaminated with a hazardous substance, then the Subrecipient may proceed with acquisition of the property under the Hazard Mitigation Grant Program. If the results of such soil boring and testing show that the soil and/or ground water on the property is contaminated with a hazardous substance, then the Subrecipient may not use Hazard Mitigation Grant Program funds to acquire the property without first causing to be done, at the Subrecipient's own expense, such clean-up procedures as will produce negative test results for hazardous substances.
 - (3) All structures scheduled for demolition must be thoroughly inspected for the presence of friable and non-friable asbestos, including Category I & II nonfriable Asbestos Containing Materials (ACM). This should be done prior to the commencement of the demolition activity. If ACMs are found in the structure, asbestos abatement must be completed in accordance with federal and state regulations.

EXHIBIT "G"

Certification of Safeguarding Duplication of Benefits Information

The Subrecipient hereby agrees and warrants this Duplication of Benefits information is to be used for the sole purpose of applying for and administering Hazard Mitigation Grant Program funds. The Subrecipient hereby assures that all Duplication of Benefits information obtained from FEMA will be adequately safeguarded from improper disclosure, and confidentially maintained by the Subrecipient.

HMA funds cannot duplicate nor be duplicated by funds received by or available to Applicants, sub-applicants, or project participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject to litigation.

Individuals or entities must notify the Grantee and FEMA of all benefits that they receive or anticipate from other sources for the same purpose, and must seek all such benefits available to them. The total amount of eligible costs will be reduced by the amount of available benefits prior to calculating the required cost share. The cost share is based on the total eligible costs after DOB deductions have been made. Duplications may occur at any time; however FEMA must be reimbursed for benefits identified or received after an award.

EXHIBIT "H"

Sample Contract for Sale of Real Property

DOUGHERTY COUNTY
Voluntary Acquisition Program

THIS AGREEMENT made and entered into the _____ day of _____, 20__, by and between _____ and _____, herein designated as "Seller," and DOUGHERTY COUNTY, Georgia, WITNESSETH:

WHEREAS, the Seller is the owner of certain real property being described as follows:

[Legal Description]

AND WHEREAS, DOUGHERTY COUNTY, a local government of the State of Georgia (hereinafter referred to as the "Subrecipient"), acting pursuant to its legal authority in administering its GEMA/HS Hazard Mitigation Grant Program project, wishes to purchase the above described real property (hereinafter referred to as "Property").

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein, the parties agree as follows:

1.

AGREEMENT TO SELL. The Seller agrees to sell the Property to the Subrecipient, together with the entire Seller's right, title, and interest in all Fixtures, Buildings, and Improvements located on the above-described real property, and under any easement and servitude for the benefit of the Seller, free and clear of all liens, encumbrances, reservations, exceptions, and modifications.

2.

PURCHASE PRICE: The Subrecipient agrees to purchase all the Seller's right, title, and interest in the Property for the sum of \$ _____, payable on the Closing Date, which sum shall be reduced by any amounts paid by the Subrecipient on behalf of the Seller for the purposes set forth in paragraph 10A, and shall be reduced by any amounts for required FEMA deductions as set forth in paragraph 10B. The Seller shall receive no other compensation from the Subrecipient for all of Seller's right, title, and interest in the Property.

3.

TITLE: The Subrecipient shall cause to be prepared, at its expense, an Opinion of Title for the Property, continued to a date subsequent to the date of this Contract. The Opinion of Title shall show merchantable title in Seller, subject only to Permitted Exceptions in Paragraph 5. In the event that title curative work is necessary, such work shall be performed by the Subrecipient's title examiner, or an attorney of the Subrecipient's choosing. The Seller shall pay all costs required to perfect its title to the Property prior to Closing, or costs of title curative work shall be deducted from the Purchase Price of the Property at Closing.

4.

DEED: On _____, or other date as shall be mutually agreed upon by Seller and the Jurisdiction hereinafter referred to as the "Closing Date", the Seller shall have completed its obligations under Paragraph 8, and the Seller shall execute to the Subrecipient a General Warranty Deed for Property, in recordable form, conveying fee simple title to the Property to the Subrecipient, subject only to Permitted Exceptions in Paragraph 5. The Seller shall further deliver to the Subrecipient a bill of sale for any personal property included in the sale.

5.

PERMITTED EXCEPTIONS: The Seller agrees to convey good, clear, and marketable title to the Property, subject only to the following "Permitted Exceptions":

1. Zoning and building laws and ordinances;
2. Subject to prior approval of governing body, covenants, restrictions, reservations, and easements of record.

6.

FIXTURES AND PERSONAL PROPERTY: For the purposes of this document, Fixtures include all personal property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures (including fluorescent tubes), shades, rods, blinds, Venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning or other equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants.

7.

POSSESSION: On and after the Closing Date, the Subrecipient shall be entitled to immediate possession of the Property and to receipt of all rents and profits from the Property due thereafter.

8.

INSPECTION OF THE PROPERTY: The Subrecipient, at its expense, shall have the right to conduct such investigations, inspections, and inventories of the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of the making of this Contract for the purposes of investigating, inspecting, and performing inventories of the Property and for other purposes consistent with the Subrecipient's interest under this Contract.

9.

REMOVAL OF PERSONAL PROPERTY AND DEBRIS: Prior to the Closing Date, Seller at its own expense shall remove all personal property, equipment and debris from the Property, including but not limited to vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials, firewood, etc. In the event Seller fails to remove any such personal property, equipment, and debris prior to the Closing Date, the Subrecipient may use a portion of the Purchase Price to satisfy Seller's obligations under this paragraph.

10.

NO HOLDOVER PERIOD FOR OCCUPANTS: Seller shall ensure that it and all other current occupants vacate the Property prior to the Closing Date.

11.

APPLICATION OF PURCHASE PRICE, DEDUCTIONS, FOR FLOOD ASSISTANCE RECEIVED.

- A. Prior to disbursing payment to the Seller, the Subrecipient may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees and other costs incidental to the conveyance by Seller of marketable title to the Subrecipient.
- B. Seller acknowledges that this voluntary acquisition is made pursuant of a program funded by the Federal Emergency Management Agency (FEMA). In order to prevent the duplication of Federal assistance made to flood disaster victims, FEMA requires that certain types of assistance received by Seller for flood-related damage be deducted from the Purchase Price.
- C. The Subrecipient, and the property owner, must identify any potential DOB. FEMA will deduct other available benefits from the purchase offer. Some examples when DOB may occur in a property acquisition and structure demolition or relocation project include the following:
 - The Subrecipient offers full pre-event market value but the property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other

assistance available to them to help address damages to the structure regardless of whether such benefits were sought or received. This is because payment of full pre-event market value compensates the owner for the loss of value that has occurred;

- The Subrecipient offers full-pre-event value, but legal claims or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them; and
- Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any source. Any acquisition-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

D. Pursuant to the FEMA requirements, the following shall be deducted from the Purchase Price: (Not Applicable when applicants are offering current FMV)

- an amount equal to all flood insurance proceeds received by the Seller after January 26, 2017

Prior to the Closing date, Seller shall provide all information requested by the Subrecipient relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood-related damage. At Closing, the Subrecipient shall prepare and deliver to Seller, a document setting forth the deductions from the Purchase Price required by FEMA.

12.

INSURANCE: Seller agrees to maintain and keep in force and affect all existing property and liability insurance until the Closing Date.

13.

MAINTENANCE OF THE PROPERTY: The Seller agrees that the Property shall be preserved in its present condition, and Seller shall deliver it intact at the time possession to the Subrecipient is given. All risk of loss or damage to the Property is on Seller until the Subrecipient takes possession. Prior to possession by the Subrecipient, Seller agrees to promptly give written notice to the Subrecipient of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the Subrecipient shall have the option to terminate this Agreement effective immediately. However, in the case of loss, damage or destruction of all or part of the property from causes covered by insurance, the Subrecipient shall have the option to either (1) take possession of the Property and accept an assignment of all Seller's right, title and interest in and to any claims Seller has under the insurance policies covering the Property: or (2) terminate this Agreement.

14.

UTILITIES: The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants prior to the Closing Date.

15.

TAXES: Seller shall pay a pro-rata share of taxes on the Property (real and personal) for the year of Closing, and all unpaid taxes for prior years. To determine the pro-rata share of taxes for the current year, payable in the next year, the following procedure shall be used:

- A. The annual tax payment shown on the most recent tax figure for the Property shall be divided by 12 to determine the amount of tax owed for each month.
- B. The total number of months in the current year shall be determined and multiplied by the monthly amount of tax owed. That figure shall be the portion of taxes to be paid by the Seller on the pro-rata basis.
- C. When the Closing Date is on or before the 15th of a month, no taxes will be due for that month. When the Closing Date is after the 15th of the month, a full month's taxes shall be due for that month and shall be added to the Seller's pro-rata share.

16.

TIME IS OF THE ESSENCE: Time is of the essence in this agreement.

17.

LEASES: Seller represents and warrants to the Subrecipient that there are no leases, tenancies, or other rights of occupancy for use of any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify the Subrecipient from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use for any portion of the Property.

18.

APPROVAL OF COURT: If the Property is an asset of any estate, trust or guardianship, this document shall be subject to Court approval prior to payment of Purchase Price, unless declared unnecessary by the Subrecipient. If Court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter to hearing for issuance of a deed.

19.

ENVIRONMENTAL ASSURANCES:

A. Environmental Representations and Warranties: For the purposes of this Contract, the terms “hazardous substance” shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended: (I) the Resource Conservation and Recovery Act of 1976 (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); (iii) any other federal, state, or local statute or ordinance which defines “hazardous waste” or “hazardous substance”, or similar terms, and which could create liability in the Subrecipient; and (iv) any federal, state, or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having Subrecipient over the Property. Without limiting the foregoing, the terms “hazardous waste” and “hazardous substance” shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons.

The Seller hereby represents and warrants to the Subrecipient that:

- (1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks located in, on, or about the Property;
- (2) There is not currently and has never been any hazardous waste stored, generated, treated, transported, installed, dumped, handled, or placed in, on, or about the Property;
- (3) At no time have any Federal or State hazardous waste cleanup funds been expended with respect to any of the Property;
- (4) There has never been any solid waste disposal site or underground storage tank located in, on, or about the Property, nor has there been any release from any underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;
- (5) The Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental Protection Agency, the Georgia Department of Natural Resources, any other governmental agency with authority under any environmental laws of the federal, state, or local government, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any such environmental laws;
- (6) To the best of Seller’s knowledge and good faith inquiry, neither the Property, nor any real property contiguous to the Property, nor any predecessors in title to the Property, are in violation of or subject to any existing, pending or threatened investigation or

inquiry by any governmental authority or to any removal or remedial obligations under any environmental laws of the federal, state, or local government.

The foregoing representations and warranties, and the Environmental Indemnifications set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Contract shall not be affected by any study, investigation or inspection of the Property by the Subrecipient, or any agent of the Subrecipient.

- B. Environmental Indemnification: The Seller agrees to indemnify and hold harmless the Subrecipient from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees--which may include the value of services provided by the Subrecipient's attorney incurred by the Subrecipient to enforce this provision) asserted against or incurred by the Subrecipient by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

- C. Additional Environmental Provisions: The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on, or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the Subrecipient of such fact. In addition, the Subrecipient or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the Subrecipient in its sole and unreviewable discretion determines that hazardous wastes or hazardous substances are present on any portion of the Property, the Subrecipient may terminate this Contract immediately.

20.

CONTRACT BINDING ON SUCCESSORS IN INTEREST: This document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors in interest of the respective parties.

21.

PARAGRAPH HEADINGS: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.

22.

NO BROKERS: Each party hereto represents that no real estate broker commission shall be due on the conveyance of the Property in this Contract.

23.

VOLUNTARY TRANSACTION: The Seller, as owner of the Property acknowledges that the Subrecipient has entered this Contract for purchase of the Property pursuant to the Subrecipient's Voluntary Acquisition Program, and that the Seller's acceptance of the terms of this Contract is voluntary. Seller is under no duress or coercive action by the Subrecipient to accept the terms of this Contract, and the Subrecipient will not pursue acquisition of the Property by eminent domain or other means if the Seller declines to sell the Property under the Voluntary Acquisition Program. Seller further acknowledges that upon the Closing Date, it will be necessary to move permanently from the Property.

24.

COUNCIL/COMMISSION APPROVAL: This Contract is subject to approval of the Subrecipient governing body, and shall become binding and enforceable against the Subrecipient only after approval by the Subrecipient's governing body.

25.

EXHIBITS: Exhibit "1" (Bill of Sale); Exhibit "2" (Subrecipient's Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Sample); Exhibit "3" (Certificate of Removal of Personal Property and Debris); Exhibit "4" (Disclosure and Certification of Flood Assistance); Exhibit "5" (Property Inventory).

26.

SEVERABILITY: Any part or provision of this Contract held invalid will be severed from the Contract, without affecting the validity of any other provisions or the entire Contract.

IN WITNESS WHEREOF, this the ____ day of _____, 20__, the parties hereto agree to the terms contained herein.

Seller

Seller

Grantee Official

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public
My commission expires on: _____

Exhibit "1"

BILL OF SALE

I/We, _____ and _____, the hereinafter "Seller," for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and release to DOUGHERTY COUNTY, Georgia, all the Seller's right, title, and interest in all Fixtures, improvements, and personal property located on the Property at _____ (Street Address, City, County, State) , and legally described as:

[Legal Description]

free and clear of all liens, encumbrances, reservations, exceptions, and modifications.

For the purposes of this document, said Fixtures, improvements, and personal property include all property that integrally belongs to or is part of the above-described real-estate, whether attached or detached, such as light fixtures (including fluorescent tubes), shades, rods, blinds, Venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning or other equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants.

This __ day of _____, 20__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public
My commission expires on: _____

Exhibit "2"

**SUBRECIPIENT'S RIGHT TO ENTER AND INSPECT AND
NOTICE OF INTENT TO TAKE SOIL BORING AND GROUND WATER SAMPLES**

The undersigned owner(s) of the following described property commonly known as _____
_____ (Street Address, City, County, and State), and legally described as:

[Legal Description]

hereby grant DOUGHERTY COUNTY, the right to enter upon and conduct such investigations, inspections, and inventories of the property as the County deems reasonable or necessary prior to closing. The right to enter shall include a temporary easement to allow the DOUGHERTY COUNTY, its agents, contractors, or employees a right to enter in, upon, and onto the above described property for the purpose of hauling transporting, and storage of materials and equipment used for the purpose of soil boring or taking ground water samples.

It is understood and agreed that the DOUGHERTY COUNTY will remove all of said materials and equipment except marks and location stakes from the premises within 10 days after the above described investigations, inspections, and inventories have been completed.

It is understood and agreed that DOUGHERTY COUNTY will restore the test sample areas to original condition where reasonably possible.

It is understood and agreed that DOUGHERTY COUNTY will report the test results of the soil and ground water samples to the Federal Emergency Management Agency and the Georgia Department of Natural Resources.

This the _____ day of _____, 20__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public
My commission expires on: _____

Exhibit "3"

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY AND DEBRIS

I/We _____ and _____,
owner(s) of the Property commonly referred to as _____
(Street Address, City, County, State), hereby state that we have removed all personal property,
equipment, and debris, including but not limited to, vehicles, vehicle parts, appliances, storage
containers, household cleaners and solvents, construction materials, firewood, etc. from the
Property site. I/We further declare that all personal property remaining on the premises is hereby
abandoned and I/We relinquish any further claim thereto.

This the _____ day of _____, 20__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public
My commission expires on: _____

Exhibit "4"

**DISCLOSURE AND CERTIFICATION OF FLOOD ASSISTANCE
(Not Applicable when applicants are offering current FMV)**

I/We _____ and _____ are voluntary participants in DOUGHERTY COUNTY Voluntary Acquisition Program.

I/We understand that pursuant to the requirements of the Federal Emergency Management Agency (FEMA), DOUGHERTY COUNTY is required to deduct certain types of assistance which we have received for flood-related damage from the purchase price of my property.

I/We hereby certify that the following is a true and complete disclosure of flood-related assistance I/we received in the following categories:

1. FEMA Individual and Family Grant Program assistance for repairs to the Property: \$ _____
2. All flood insurance proceeds received after January 24, 2017: \$ _____
3. FEMA Minimal Repairs Assistance: \$ _____

This the _____ day of _____, 20__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public
My commission expires on: _____

Exhibit "5"

PROPERTY INVENTORY

I/We _____ are voluntarily participating in DOUGHERTY COUNTY Voluntary Acquisition Program.

I/We understand that prior to Closing the _____ must conduct a property inventory for my Property commonly known as _____ (Street Address, City, County, State) for the purpose of inspecting the real property which the _____ will acquire, the personal property which I/We must remove prior to Closing, and any hazardous materials which I/We must remove from the property prior to Closing.

I/We agree to be present with a representative, employee, or agent of the _____ for inspection and inventory of the property at a time to be scheduled within a reasonable time prior to the Closing Date.

This the _____ day of _____, 20__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public
My commission expires on: _____

Exhibit "I"

Clear Title

The Subrecipient shall conduct a title search for each property it plans to acquire. The purpose of the title search is to ensure that the owner is the sole and actual titleholder to the property, or identify other persons with a property interest, and to ensure that the title is clear. This means that there are no mortgages or liens outstanding upon sale of the property. In addition, there may not be incompatible easements or other encumbrances to the property that would make it either ineligible for acquisition or noncompliant with open space land use restrictions.

Other requirements include:

- A title insurance policy demonstrating that clear title conveys must be obtained for each approved property that will be acquired;
- A physical site inspection for each property verifying no physical encumbrances to the property (where appropriate this may require a site survey to clearly establish property boundaries);
- Title to the property must transfer by a warranty deed in all jurisdictions that recognize warranty deeds;
- All incompatible easements or encumbrances must be extinguished;
- The Subrecipient shall take possession at settlement;
- The Subrecipient must record the deed at the same time as and along with the programmatic deed restrictions;
- The deed transferring title to the property and the programmatic deed restrictions will be recorded according to State law and within 14 days after settlement; and
- All property transfers shall be consistent with 44 CFR Part 80 and FEMA guidance.

Exhibit "J"

General Warranty Deed

WITNESSETH

In reference to the property or properties ("Property") conveyed by the Deed between [*property owner*] participating in the federally-assisted acquisition project ("the Grantor") and DOUGHERTY COUNTY, ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, Georgia has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated **August 19, 2021** with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in DOUGHERTY COUNTY, and DOUGHERTY COUNTY participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

WHEREAS, DOUGHERTY COUNTY, acting by and through DOUGHERTY COUNTY Commission, has applied for and been awarded federal funds pursuant to an agreement with Georgia dated **INSERT EXECUTED RSA DATE**, and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

- a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer

zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- ii. A public rest room; or
- iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

- i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
- ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.
- iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on March 31st, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

Exhibit "K"

Determining the Fair Market Value of Properties for Hazard Mitigation Assistance Projects

Generally, FEMA funded property acquisition projects consist of a community purchasing flood-damaged homes and either demolishing them or physically moving them to a new site outside of the floodplain. The purchased property is then maintained for open-space purposes.

Basic Requirements

- The Subrecipient will inform prospective participants in writing that it will not use its Eminent Domain authority to acquire their property should negotiations fail, and property owners will voluntarily elect to participate in the program. The community may include an expiration date for this limitation in the letter.
- The property will be used in perpetuity for open space without future construction and in compliance with conservation requirements; and
- Existing buildings will be removed within 90 days of settlement.

Pre-event or Post-event Fair Market Value

GEMA/HS's Hazard Mitigation Department will coordinate with the Subrecipient (community) in their determination of whether the valuation should be based on pre- or post-event market value. The community should ensure that all property owners are treated fairly and are offered an equitable package of benefits. All appraisals in a given community (i.e., project area) should be based on the same terms.

Pre-event

In most cases, communities may offer up to the pre-event market value of the real property. When the pre-event fair market value is used, the Subrecipient must make Duplication of Benefits (DOB) deductions from the established pre-event fair market value before making a purchase offer to the property owner. These deductions are based on benefits the property owner may have received to repair their structure after the disaster. If they can document that the benefits were properly spent, then the deductions will not be made.

Post-event

Post-event (current) market value may be the most efficient method if no damage has occurred to the properties in more than 12 months and they are currently occupied. This option may also be appropriate in instances where property owners have completed repairs on their property.

Methodology for Determining Fair Market Value

For each property identified for acquisition, the Subrecipient should establish and document the fair market value. The value must be derived from a reasonable methodology that is consistently applied throughout the community. Methods may include:

- Independent appraisals by Georgia licensed/certified appraisers
- Value indicated on the tax assessment (tax card)

For a large number of structures, the community may conduct appraisals to establish a statistical sampling of property values, and develop an adjustment factor to apply to tax-assessed values so they reasonably reflect each property's market value.

Appraisals

The Subrecipient may establish the fair market value for eligible properties based on appraisals by a "State Certified General Appraiser." All appraisals must follow the GEMA/HS's Hazard Mitigation Program Guidelines for use of Appraisals in Real Property Valuation (Exhibit "L").

Appeals of Fair Market Value

The Subrecipient must provide an appeal or reconsideration process for property owners who dispute the fair market value determination. If the Subrecipient has an established appeal process as part of its own procurement procedures, property owners must be informed of this process.

If the Subrecipient does not have an established appeal process as part of its own procurement procedures, the following process must be utilized. The property owner will obtain an appraisal at their own expense using GEMA/HS's Appraisal Guidelines. This appraisal is subject to appraisal review by the Subrecipient and should be conducted using GEMA/HS Appraisal Guidelines. The value assigned by the certified/licensed appraisal reviewer will become the final offer. This process must be applied consistently for all properties to be acquired under this award.

Purchase Offer and Nationality

The benefit of payment of pre-event value is only available to owners who owned the property during the event is a National of the United States or qualified alien. If the current property owner purchased the disaster damaged property after the disaster declaration, then the community cannot offer the owner more than the post-event fair market value (i.e., the amount paid by the current owner for the damaged property or the current appraised fair market value, whichever is higher, in order to account for any improvements to the property or other reasonable property value increases).

Exhibit "L"

Guidelines for use of Appraisals in Real Property Valuation

Introduction

The HMGP program awards grants to state and local governments to pursue a variety of projects that reduce the loss of life and property due to natural disasters. Among the types of projects funded is for the acquisition and then the demolition of structures that have been damaged in disasters. The property is then converted to an “open space” use. Determining the fair market value of the property is an important aspect of the program. This often requires the use of real property appraisals conducted by qualified appraisers. This document provides guidance to appraisers in conducting appraisals and appraisal reviews of real property.

Definitions

For the purposes of the HMGP program Guidelines in the use of Appraisals in Real Property Valuation, hereinafter referred to as “the Guidelines,” and any other use of the terms relative to the HMGP program, the following definitions shall apply:

Appraisal—the act or process of developing an opinion of value; an opinion of value.

Review Appraisal— review of an opinion of value determined by another appraiser. This review shall include, but not be limited to, an opinion as to whether the data is adequate and relevant, the appraisal methods used are appropriate, and the analyses, opinions, and conclusions are credible.

Uniform Standards of Professional Appraisal Practice (USPAP)—developed by the Appraisal Foundation, the USPAP establishes the current standards of the appraisal profession.

Georgia Real Estate Appraiser Classification and Regulation Act as amended (O.C.G.A. Chapter 43-39A)—the state law governing appraisal activities for the State of Georgia, hereinafter referred to as “the Act.”

“Substantive Regulations” and “Standards for Appraisals,” as amended (Chapter 539-1 and Chapter 539-3 respectively)—the implementing rules and regulations of the Act, hereinafter referred to as “the Rules.”

Applicant—the state agency, local government, or non-profit organization who is eligible for applying for the HMGP PROGRAM projects. Applicants who are awarded grants are interchangeably referred to as “applicants” or “sub-grantees or subapplicants.”

Event—in most cases, refers to the disaster under which an application was made.

“Standards for Appraisals in the HMGP PROGRAM”

General Requirements for HMGP program Appraisals and Appraisal Reviews

All appraisal and appraisal reviews must comply with the USPAP. Compliance with the USPAP must be acknowledged.

All appraisals and appraisal reviews must comply with the provisions of the Act as well as the Rules. Compliance with the Act and the Rules must be acknowledged.

Any appraiser conducting appraisals or review appraisal for the purpose of use in the HMGP program must hold, at a minimum, the classification of “State Certified General Appraiser” as defined in section 539-1-16 of the Rules. The appraiser must also be qualified according to the provisions of section 533-1-16 of the Rules to perform appraisals in federally related transactions.

Specific Criteria for HMGP program Appraisal Development and Reporting

In addition to the above-listed general requirements, the following specific criteria must be included in the development and reporting of all appraisals for use in the HMGP PROGRAM:

1. Photographs of the subject property and all comparable properties.
2. Maps that clearly describe the property’s dimensions, street frontages, and location relative to the surrounding area.
3. Reporting of “market value” in strict accordance with the definition of market value found in section 539-3-.01(n) of the Rules.
4. Appraisals used in the HMGP program should follow the guidelines of “federally related transactions” for all purposes described in the Rules.
5. Appraisal valuations may be based on either pre-event or post-event fair market values. This decision is made by the applicant and must be applied fairly and equitably to all participating property owners. The applicant will base its decision on the following considerations:
 - a) Pre-event valuations will be used in most cases where homes have not been repaired and the applicant is buying damaged property.
 - b) Post-event valuations may be used when no damage has occurred to the property in the past 12 months and the structure is currently occupied.
 - c) Post-event valuations must be used for properties where the current owner of the property purchased it after the event (even when other properties are being valued at pre-event valuations).

**Appraisal Reviews and Review of Compliance with Hazard Mitigation Assistance Program
Appraisal Guidelines**

1. All appraisals may be subject to an appraisal review by an independent appraiser selected by the applicant. All review appraisals will comply with these guidelines.
2. Appraisals are subject to review by the Federal Emergency Management Agency and the Georgia Emergency Management Agency/ Homeland Security for compliance with Section III, "Standards for Appraisals."

Exhibit "M"

Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space FEMA's Hazard Mitigation Assistance Programs

This Agreement is made and entered into this _____ day of _____, _____, between Dougherty County, hereinafter referred to as "Subgrantee," and (property owner) _____, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that I/we own the property located at (legal address) _____, hereinafter referred to as "property."
2. Subgrantee has notified the Seller that the Sub-grantee may wish to purchase the referenced property and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subgrantee has identified that the purchase offer valuation of the property, as of (date) _____ is \$ _____ determined by valuation procedures implemented by Subgrantee and based on FEMA acquisition requirements provided on 44 C.F.R. part 80, and relevant program guidance as documented below (e.g. Pre-Disaster Mitigation, Hazard Mitigation Grant Program, Flood Mitigation Assistance).

4. Subgrantee has notified Seller that **neither the State nor the Local Government will use its eminent domain authority to acquire the property for open-space purposes if the Seller chooses not to participate, or if negotiations fail.**
5. Subgrantee has notified Seller that if the Seller agrees to sell the property to Subgrantee the transaction is voluntary and Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

This Agreement shall expire on _____, unless the Seller has voluntarily sold property to the Subgrantee by that date.

Property Owner Signature

Date

Property Owner Signature

Date

Subgrantee's Authorized Agent Signature

Date

EXHIBIT "N"

SCOPE OF WORK

Dougherty County has been approved to acquire and demolish 18 flood-prone properties. Dougherty County must comply with all Programmatic and Environmental Conditions. Shown below is the funding level and scope of work for the Hazard Mitigation Grant Program project for Dougherty County. Any changes to this spreadsheet **MUST RECEIVE PRIOR APPROVAL FROM GEMA/HS** and will be maintained by GEMA/HS and shall supersede all previous versions.

Phase I: Acquisition and Demolition of 18 Properties. The properties will be demolished within 90 days of closing. Each property will be deed restricted in accordance with 44 CFR, §80.17 (e), and returned to open space in perpetuity. Any land use change from open space in perpetuity will require written notice and approval from the Region IV Regional Administrator prior to enacting any change or modification in land use, per 44 CFR §80.19. Property Location, Digital Latitude/Longitude are listed below:

Property Location	Property Address	Count	Pre-Award Costs	Acquisition Costs (Pre-Event Fair Market Value)	Appraisal and Closing Costs	Project Management Costs (Acquisition and Demolition Management)	Asbestos and Abatement Costs (Estimated Asbestos Testing)	Demolition and Debris Removal Costs (Estimated Cost of Demolition of Slab, Debris Removal, and Asbestos Remediation)	Property Clearance Costs	Uniform Relocation Assistance	Total Project Costs	Federal Share (75%)	State Share (10%)	Local Share (15%)
Radium Springs	106 Skywater Boulevard 31.522257 -84.134576	1	\$1,612.50	\$80,250.00	\$2,006.25	\$11,333.97	\$1,000.00	\$12,353.50	\$2,000.00		\$110,556.22	\$82,917.17	\$11,055.62	\$16,583.43
	108 Camellia Road 31.519698 -84.133873	2	\$1,612.50	\$81,375.00	\$2,034.38	\$11,333.97	\$1,000.00	\$10,385.00	\$2,000.00	\$7,200.00	\$116,940.85	\$87,705.64	\$11,694.09	\$17,541.13
	108 Skywater Boulevard 31.521940 -84.134940	3	\$1,612.50	\$119,875.00	\$2,996.88	\$11,333.97	\$1,000.00	\$16,515.25	\$2,000.00	\$7,200.00	\$162,533.60	\$121,900.20	\$16,253.36	\$24,380.04
	200 Skywater Boulevard 31.521646 -84.135204	4	\$1,612.50	\$121,750.00	\$3,043.75	\$11,333.97	\$1,000.00	\$14,384.00	\$2,000.00		\$155,124.22	\$116,343.17	\$15,512.42	\$23,268.63
	203 Skywater Boulevard 31.521930 -84.135898	5	\$1,612.50	\$116,500.00	\$2,912.50	\$11,333.97	\$1,000.00	\$12,423.25	\$2,000.00		\$147,782.22	\$110,836.67	\$14,778.22	\$22,167.33
	206 Skywater Boulevard 31.520568 -84.135416	6	\$1,612.50	\$120,000.00	\$3,000.00	\$11,333.97	\$1,000.00	\$17,972.25	\$2,000.00		\$156,918.72	\$117,689.04	\$15,691.87	\$23,537.81
	211 Skywater Boulevard 31.521109 -84.136324	7	\$1,612.50	\$172,500.00	\$4,312.50	\$11,333.97	\$1,000.00	\$20,886.25	\$2,000.00		\$213,645.22	\$160,233.92	\$21,364.52	\$32,046.78
	314 Azalea Boulevard 31.517662 -84.137304	8	\$1,612.50	\$187,862.50	\$4,696.56	\$11,333.97	\$1,000.00	\$23,808.00	\$2,000.00		\$232,313.53	\$174,235.15	\$23,231.35	\$34,847.03
	506 Azalea Boulevard 31.514055 -84.135255	9	\$1,612.50	\$175,262.50	\$4,381.56	\$11,333.97	\$1,000.00	\$21,405.50	\$2,000.00		\$216,996.03	\$162,747.02	\$21,699.60	\$32,549.40
	606 Azalea Boulevard 31.512833 -84.137268	10	\$1,612.50	\$92,100.00	\$2,302.50	\$11,333.97	\$1,000.00	\$18,057.50	\$2,000.00		\$128,406.47	\$96,304.85	\$12,840.65	\$19,260.97
Valley Park	1506 Argonne Drive 31.598210 -84.185951	11	\$1,612.50	\$183,750.00	\$4,593.75	\$11,333.97	\$1,000.00	\$18,088.50	\$2,000.00		\$222,378.72	\$166,784.04	\$22,237.87	\$33,356.81
	1522 Argonne Drive 31.597953 -84.188242	12	\$1,612.50	\$175,375.00	\$4,384.38	\$11,333.97	\$1,000.00	\$17,313.50	\$2,000.00		\$213,019.35	\$159,764.51	\$21,301.94	\$31,952.90
Luvdale	115 Dale Drive 31.622742 -84.148944	13	\$1,612.50	\$135,632.50	\$3,390.81	\$11,333.97	\$1,000.00	\$16,337.00	\$2,000.00		\$171,306.78	\$128,480.09	\$17,130.68	\$25,696.02
Paradise Estates	504 Champion Avenue 31.525533 -84.122256	14	\$1,612.50	\$38,425.00	\$960.63	\$11,333.97			\$2,000.00		\$54,332.10	\$40,749.08	\$5,433.21	\$8,149.82
Audobon South	423 Forest Glen Drive 31.589182 -84.212899	15	\$1,612.50	\$155,750.00	\$3,893.75	\$11,333.97	\$1,000.00	\$12,896.00	\$2,000.00		\$188,486.22	\$141,364.67	\$18,848.62	\$28,272.93
Westover	2601 Partridge Drive 31.591061 -84.214935	16	\$1,612.50	\$174,757.50	\$4,368.94	\$11,333.97	\$1,000.00	\$19,351.75	\$2,000.00	\$7,200.00	\$221,624.66	\$166,218.50	\$22,162.47	\$33,243.70
Blue Springs	3600 Namdi Street 31.503440 -84.160590	17	\$1,612.50	\$316,375.00	\$7,909.38	\$11,333.97	\$1,000.00	\$30,287.00	\$2,000.00		\$370,517.85	\$277,888.39	\$37,051.79	\$55,577.68
Old Brush	2805 Newcomb Road 31.523543 -84.126801	18	\$1,612.50	\$202,250.00	\$5,056.25	\$11,333.97	\$1,000.00	\$21,173.00	\$2,000.00		\$244,425.72	\$183,319.29	\$24,442.57	\$36,663.86
Total:			\$29,025.00	\$2,649,790.00	\$66,244.77	\$204,011.46	\$17,000.00	\$303,637.25	\$36,000.00	\$21,600.00	\$3,327,308.48	\$2,495,481.36	\$332,730.85	\$499,096.27

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Programmatic Conditions:

Land acquired for open space purposes will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible uses.

Dougherty County agrees to record Deed Restrictions within 14 days after settlement for each acquired property utilizing the model Deed Restriction shown in Exhibit “J” of this agreement.

Dougherty County agrees to remove all buildings within 90 days of closing.

Dougherty County agrees to provide a signed copy of the Statement of Voluntary Participation shown in Exhibit “M” of this agreement for each property acquired through this grant.

Dougherty County agrees to complete FEMA Form AW-501 for each repetitive loss property acquired through this grant.

FEMA will not establish activity completion timeframes for individual subgrants. The period of performance of the grant award will be 36 months from the close of the application period for DR-4297. The HMGP DR-4297 Period of Performance (POP) is July 25, 2022, which is 36 months from the close of the application period. All activities specified in the scopes of work should be completed no later than this date. In accordance with HMGP rules and policy, we will require the submittal of all closeout documentation within 90 days, no later than October 23, 2022.

This project must adhere to all program guidelines established for the Hazard Mitigation Grant Program.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subrecipient Scope of Work (SOW) may have to be reviewed by all State and Federal agencies participating in the NEPA process

Special Environmental Conditions:

EO 11988 CONDITION: Applicant must obtain floodplain permit or concurrence, as required by the applicable local floodplain ordinance, from the local floodplain administrator before work begins.

Source of condition: Executive Order 11988 – Floodplains. Monitoring Required: No

NHPA CONDITION:

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant’s contractor will provide immediate

notice of such discoveries to the applicant. The applicant shall contact the Georgia Department of Natural Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Georgia Code, Title 31, Section 31-21-6.

Source of condition: National Historic Preservation Act (NHPA). Monitoring Required: No

RCRA CONDITION: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA). Monitoring Required: No

RCRA CONDITION: If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA). Monitoring Required: No

Standard Environmental Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EO 11988: The subrecipient must obtain floodplain permit or approval from the local floodplain administrator before work begins. A copy of the permit or correspondence must be submitted upon closeout.

EXHIBIT "O" Progress Payment Request Form

Date: _____

HMGP Progress Payment Request

Instructions: All requests for progress payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible, including a reference to specific sites or elements of work. Attach documentation that supports this progress payment request, such as copies of bills of sale, invoices, receipts, and checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

Agreement Number: HMGP-4297-0008A

FEMA Project Number: HMGP-4297-0008A

County: DOUGHERTY COUNTY

Site Reference or Element of Work	Approved Amount	Previous Payment	Current Request	Description of Documentation Attached in Support of this Payment Request
(from continuation sheet attached)				
SUBTOTAL				
TOTAL				
Less Subrecipients Share (15%)				
NET AMOUNT REQUESTED				

Under penalty of perjury, I certify that to the best of my knowledge the data above is correct and that all outlays were made in accordance with the award conditions, comply with procurement regulations contained within the 2 CFR, Part 200, and that payment is due and has not been previously requested. I am familiar with Section 317 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Signature of Subrecipient's Authorized Representative (and printed name)

EXHIBIT "P"
Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, complete Items 1-7 and Items 8-10 if necessary, and certify by an authorized agent.

Sub-award Number: **HMGP 4297-0008A**

Federal Agency Name: **Federal Emergency Management Agency**

CFDA Program Number and Program Title: **97.039 Hazard Mitigation Grant Program (HMGP)**

Sub-award Project Description: **Albany-Dougherty County Acquisition Project – Phase I**

1. Sub-awardee DUNS Number _____
2. Sub-awardee Name _____
3. Sub-awardee DBA Name _____
4. Sub-awardee Address _____
5. If DBA, Sub-awardee Parent DUNS Number _____
6. Sub-award Principle Place of Project Performance _____
7. In the preceding fiscal year, did the sub-awardee receive 80% of its annual gross revenues from the Federal government?
Yes _____ No _____
If **Yes**, continue to question 8. If **No**, questionnaire is complete.
8. In the preceding fiscal year, were the sub-awardee's annual gross revenues from the Federal government more than \$25 million annual?
Yes _____ No _____
If **Yes**, continue to question 9. If **No**, questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-awardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
Yes _____ No _____
If **Yes**, continue to question 9. If **No**, questionnaire is complete.

10. Please list the names and compensation of the sub-awardee's five most highly compensated officers.

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____
4. _____ \$ _____
5. _____ \$ _____

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: _____ Date: _____

This section is for use by the Georgia Emergency Management and Homeland Security Agency Only.

Sub-award Obligation/Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature _____ Date: _____

Sub-award Obligation/Action Date: _____

§ 200.316

the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings means when:

(i) Research findings are published in a peer-reviewed scientific or technical journal; or

(ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (*e.g.*, laboratory samples). Research data also do not include:

(i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

(ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

§ 200.316 Property trust relationship.

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal awarding agency may re-

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quire the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

*Procurement Standards***§ 200.317 Procurements by states.**

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including sub-recipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any

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member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local inter-governmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with applied to documented procurement actions

using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and
(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its

§ 200.473

(3) The loss of useful value for any one terminated Federal award is limited to that portion of the acquisition cost which bears the same ratio to the total acquisition cost as the terminated portion of the Federal award bears to the entire terminated Federal award and other Federal awards for which the special tooling, machinery, or equipment was acquired.

(d) Rental costs under unexpired leases are generally allowable where clearly shown to have been reasonably necessary for the performance of the terminated Federal award less the residual value of such leases, if:

(1) The amount of such rental claimed does not exceed the reasonable use value of the property leased for the period of the Federal award and such further period as may be reasonable, and

(2) The non-Federal entity makes all reasonable efforts to terminate, assign, settle, or otherwise reduce the cost of such lease. There also may be included the cost of alterations of such leased property, provided such alterations were necessary for the performance of the Federal award, and of reasonable restoration required by the provisions of the lease.

(e) Settlement expenses including the following are generally allowable:

(1) Accounting, legal, clerical, and similar costs reasonably necessary for:

(i) The preparation and presentation to the Federal awarding agency of settlement claims and supporting data with respect to the terminated portion of the Federal award, unless the termination is for cause (see subpart D, including §§200.339–200.343); and

(ii) The termination and settlement of subawards.

(2) Reasonable costs for the storage, transportation, protection, and disposition of property provided by the Federal Government or acquired or produced for the Federal award.

(f) Claims under subawards, including the allocable portion of claims which are common to the Federal award and to other work of the non-Federal entity, are generally allowable. An appropriate share of the non-Federal entity's indirect costs may be allocated to the amount of settlements with contractors and/or subrecipients, provided that

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the amount allocated is otherwise consistent with the basic guidelines contained in §200.414. The indirect costs so allocated must exclude the same and similar costs claimed directly or indirectly as settlement expenses.

[78 FR 78608, Dec. 26, 2013. Redesignated and amended at 85 FR 49570, Aug. 13, 2020]

§ 200.473 Training and education costs.

The cost of training and education provided for employee development is allowable.

[78 FR 78608, Dec. 26, 2013. Redesignated at 85 FR 49570, Aug. 13, 2020]

§ 200.474 Transportation costs.

Costs incurred for freight, express, cartage, postage, and other transportation services relating either to goods purchased, in process, or delivered, are allowable. When such costs can readily be identified with the items involved, they may be charged directly as transportation costs or added to the cost of such items. Where identification with the materials received cannot readily be made, inbound transportation cost may be charged to the appropriate indirect (F&A) cost accounts if the non-Federal entity follows a consistent, equitable procedure in this respect. Outbound freight, if reimbursable under the terms and conditions of the Federal award, should be treated as a direct cost.

[78 FR 78608, Dec. 26, 2013. Redesignated at 85 FR 49570, Aug. 13, 2020]

§ 200.475 Travel costs.

(a) *General.* Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement

OMB Guidance

§ 200.500

policies. Notwithstanding the provisions of §200.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

(b) *Lodging and subsistence.* Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the non-Federal entity in its regular operations as the result of the non-Federal entity's written travel policy. In addition, if these costs are charged directly to the Federal award documentation must justify that:

(1) Participation of the individual is necessary to the Federal award; and

(2) The costs are reasonable and consistent with non-Federal entity's established travel policy.

(c)(1) Temporary dependent care costs (as dependent is defined in 26 U.S.C. 152) above and beyond regular dependent care that directly results from travel to conferences is allowable provided that:

(i) The costs are a direct result of the individual's travel for the Federal award;

(ii) The costs are consistent with the non-Federal entity's documented travel policy for all entity travel; and

(iii) Are only temporary during the travel period.

(2) Travel costs for dependents are unallowable, except for travel of duration of six months or more with prior approval of the Federal awarding agency. See also §200.432.

(d) In the absence of an acceptable, written non-Federal entity policy regarding travel costs, the rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under Federal awards (48 CFR 31.205-46(a)).

(e) *Commercial air travel.* (1) Airfare costs in excess of the basic least expen-

sive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would:

(i) Require circuitous routing;

(ii) Require travel during unreasonable hours;

(iii) Excessively prolong travel;

(iv) Result in additional costs that would offset the transportation savings; or

(v) Offer accommodations not reasonably adequate for the traveler's medical needs. The non-Federal entity must justify and document these conditions on a case-by-case basis in order for the use of first-class or business-class airfare to be allowable in such cases.

(2) Unless a pattern of avoidance is detected, the Federal Government will generally not question a non-Federal entity's determinations that customary standard airfare or other discount airfare is unavailable for specific trips if the non-Federal entity can demonstrate that such airfare was not available in the specific case.

(f) *Air travel by other than commercial carrier.* Costs of travel by non-Federal entity-owned, -leased, or -chartered aircraft include the cost of lease, charter, operation (including personnel costs), maintenance, depreciation, insurance, and other related costs. The portion of such costs that exceeds the cost of airfare as provided for in paragraph (d) of this section, is unallowable.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014. Redesignated and amended at 85 FR 49570, Aug. 13, 2020]

§ 200.476 Trustees.

Travel and subsistence costs of trustees (or directors) at IHEs and nonprofit organizations are allowable. See also §200.475.

[85 FR 49571, Aug. 13, 2020]

Subpart F—Audit Requirements

GENERAL

§ 200.500 Purpose.

This part sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit

ADDU		
Description	Unit Number	Condition
2007 Dodge Magnum	59-0744	Fair
1995 Ford Crown Victoria	32-22-9530	Poor