



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JULY 12, 2021

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing for Re-Zoning-(2) Parcels - 082 016 and K18 09 002 -

Mark Thompson has applied for a re-zoning of (2) parcels containing approximately a total of 15.0 acres located on the south side of Hideaway Lake Drive. The applicant is requesting the parcels be re-zoned to R-2 (Low Density Residential District) for the purpose of a 25 lot duplex community development. Current zoning is PD/R-1 and R-1.

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

Charles Grayson Day Jr.
James W Galloway
Farran Fullilove
Kristy Chance
Alex Blount

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

IV. INVOCATION AND PLEDGE TO THE FLAG

V. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. Approval of Re-Zoning-(2) Parcels- 082 016 and K18 09 002 -

Mark Thompson has applied for a re-zoning of (2) parcels containing approximately a total of 15.0 acres located on the south side of Hideaway Lake Dr. The applicant is requesting the parcels be re-zoned to R-2 (Low Density Residential District) for the purpose of a 25 lot duplex community development. Current zoning is PD/R-1 and R-1. *Planning Commission recommends approval.*

2. Approval of Home Occupation-103 Pineapple Place - Map and Parcel 107H 02 056 -

Jonathan Angel has applied for a Home Occupation Permit doing business as "Lap Leopard Bengals". The purpose of the business will be for cat breeding. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO and has provided a map of the home showing what portion of the home will be used for breeding and maintaining the cats. Zoning is PD/R-1. *Planning Commission does not recommend approval.*

3. Approval of Home Occupation-601 East Thrift Street - Map and Parcel K27 05 002 -

William Poddig has applied for a Home Occupation Permit doing business as "Better Together". The purpose of the business will be for a landscaping/grass cutting business. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1. *Planning Commission recommends approval.*

4. Approval of Preliminary Plat-Lake Victoria Phase IV -

The preliminary plat for Lake Victoria Phase IV will consist of 27 single family lots on a total of 15.47 acres. The developer has agreed to abide by the original PD that was approved in 2006 by City Council. Zoning is PD/R-1. *Planning Commission recommends approval.*

IX. NEW BUSINESS

1. Approval Of: Adding Juneteenth to Observed Holiday Schedule -
2. Approval Of: Selection of Prequalified Contractors for CDBG-DR Homeowner Rehabilitation and Reconstruction Program - CDBG-DR Program Manager Justin Geedy

The City requested qualifications from contracting firms to participate in the pre-qualified pool of contractors for the ongoing CDBG-DR Homeowner Rehabilitation and Reconstruction Program. The selected contractors will carry out the designated repairs or reconstruction assigned.

Staff recommends DSW and Stonewater Disaster Recovery.

3. Approval Of: Resolution 2021-07 the Camden County Multi-Jurisdictional Hazard Mitigation Plan -

The purpose of the Camden County Multi-Jurisdictional Hazard Mitigation Plan is to identify, assess, and mitigate hazard risk to better protect the people and property within Camden County from the effects of natural and human-caused hazards. This plan documents progress on existing hazard mitigation planning efforts, updates the previous plan to reflect current conditions in the planning area including relevant hazards and vulnerabilities, increases public education and awareness about the plan and planning process, maintains grant eligibility for participating jurisdictions, maintains compliance with state and federal requirements for local hazard mitigation plans, and identifies and outlines strategies the County and participating jurisdictions will use to decrease vulnerability and increase resiliency. *Staff recommends approval.*

4. Approval Of: Resolution #2021-08 - Authorizing Acceptance of the Community Development Block Grant-Mitigation (CDBG-MIT) Award and Authorizing Subrecipient Agreement Between the Georgia Department of Community Affairs and the City of Kingsland. -

Staff recommends approval.

5. Approval Of: CDBG-MIT Subrecipient Agreement -

Community Development Block Grant - Mitigation Subrecipient agreement between the Georgia Department of Community Affairs and the City of Kingsland. *Staff recommends approval.*

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/12/21 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3562)

DOC ID: 3562

Public Hearing for Re-Zoning-(2) Parcels - 082 016 and K18 09 002

Mark Thompson has applied for a re-zoning of (2) parcels containing approximately a total of 15.0 acres located on the south side of Hideaway Lake Drive. The applicant is requesting the parcels be re-zoned to R-2 (Low Density Residential District) for the purpose of a 25 lot duplex community development. Current zoning is PD/R-1 and R-1.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/12/21 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3563)

DOC ID: 3563

Approval of Re-Zoning-(2) Parcels- 082 016 and K18 09 002

Mark Thompson has applied for a re-zoning of (2) parcels containing approximately a total of 15.0 acres located on the south side of Hideaway Lake Dr. The applicant is requesting the parcels be re-zoned to R-2 (Low Density Residential District) for the purpose of a 25 lot duplex community development. Current zoning is PD/R-1 and R-1. *Planning Commission recommends approval.*



The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
Kingsland, GA 31548
Ph: 912-729-5613
Fax: 912-729-7618

Planning and Community Development

Staff Report

Planning Commission Meeting Date: July 6, 2021

City Council Meeting Date: July 12, 2021

Agenda Item: Rezoning of 2 Parcels- 082 016 & K1809 002

Background:

Mark Thompson has applied for a rezoning of 2 parcels containing approx. a total of 15.0 acres located on the south side of Hideaway Lake Drive. The applicant is requesting the parcels be rezoned to **R-2** (Low Density Residential District) for the purpose of a 25 lot duplex community development.

Current Zoning: PD/R-1 and R-1

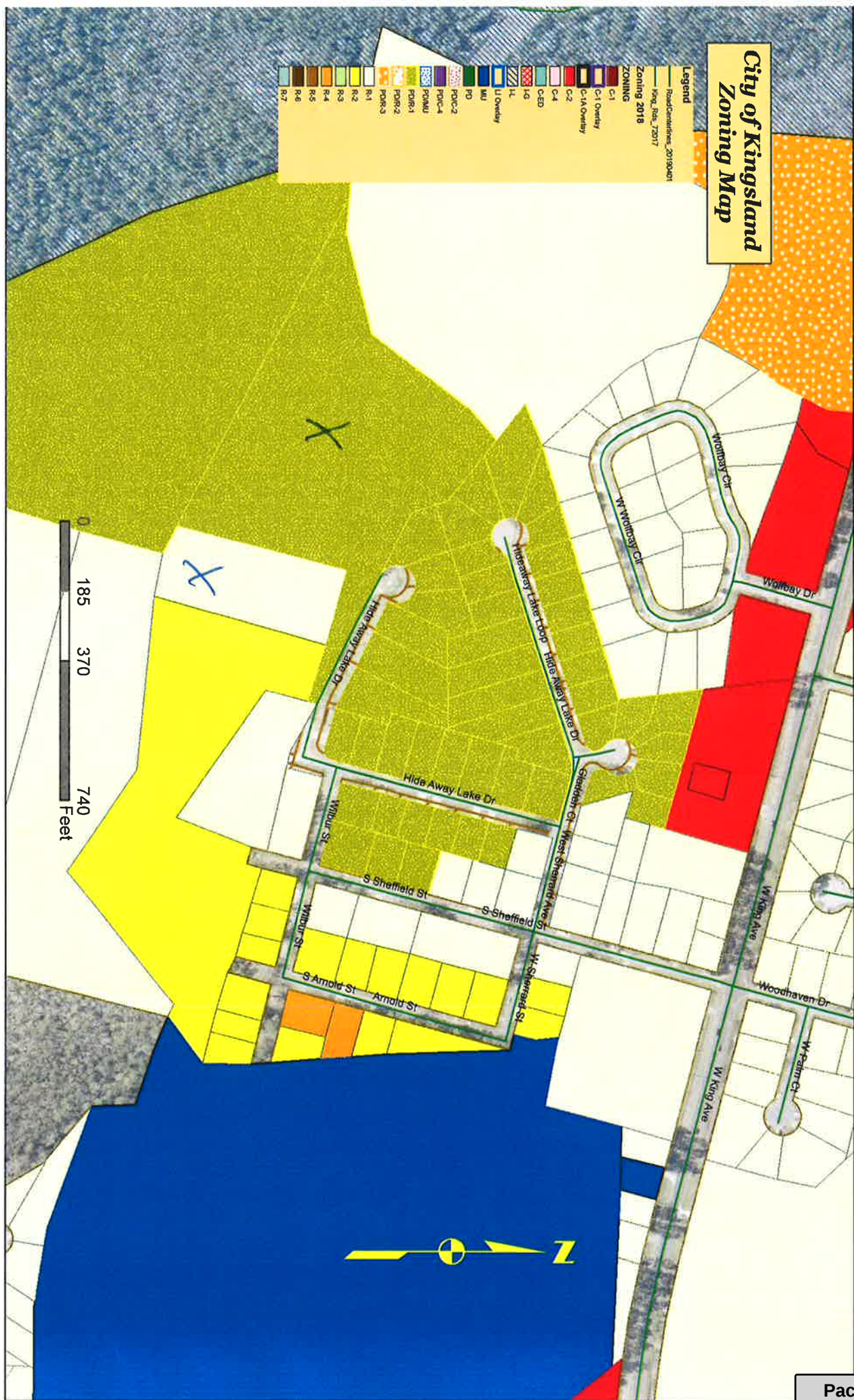
Summary:

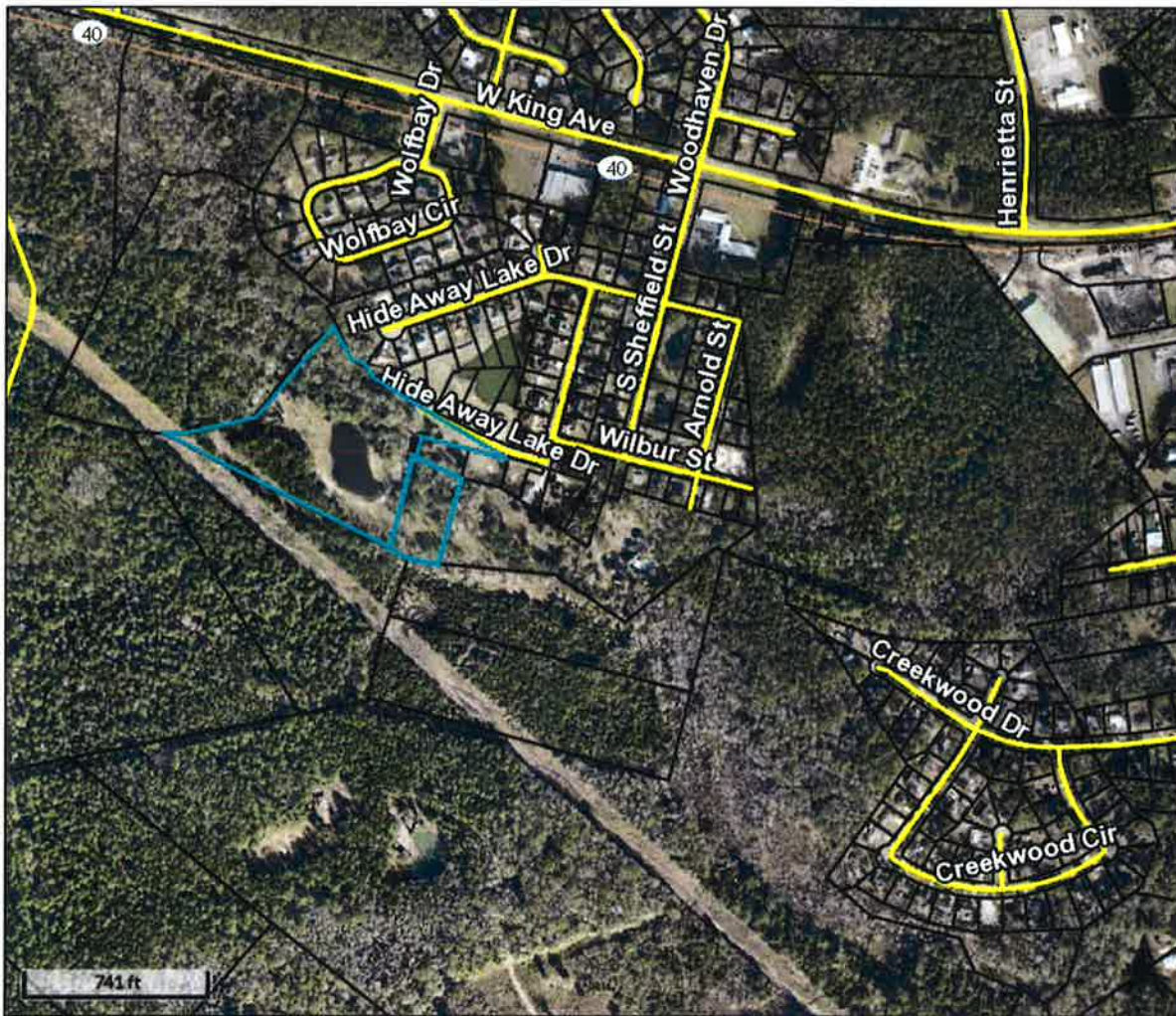
The area surrounding the parcel has a mixture of single-family residential and duplex developments. The rezoning of the parcels would be consistent with the landscape of the area and adjacent properties. Duplex communities have become a popular choice of housing in Kingsland and this development would provide affordable housing to the future residents. A conceptual site plan has been provided showing the proposed 25 lot development. There is sewer and water availability to the area.

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball
Planning Director





Overview



Legend

-  Parcels
-  Roads
- USA Major Highways**
 -  Limited Access
 -  Highway
 -  Major Road
 -  Local Road
 -  Minor Road
 -  Other Road
 -  Ramp
 -  Ferry
 -  Pedestrian Way
-  City Labels

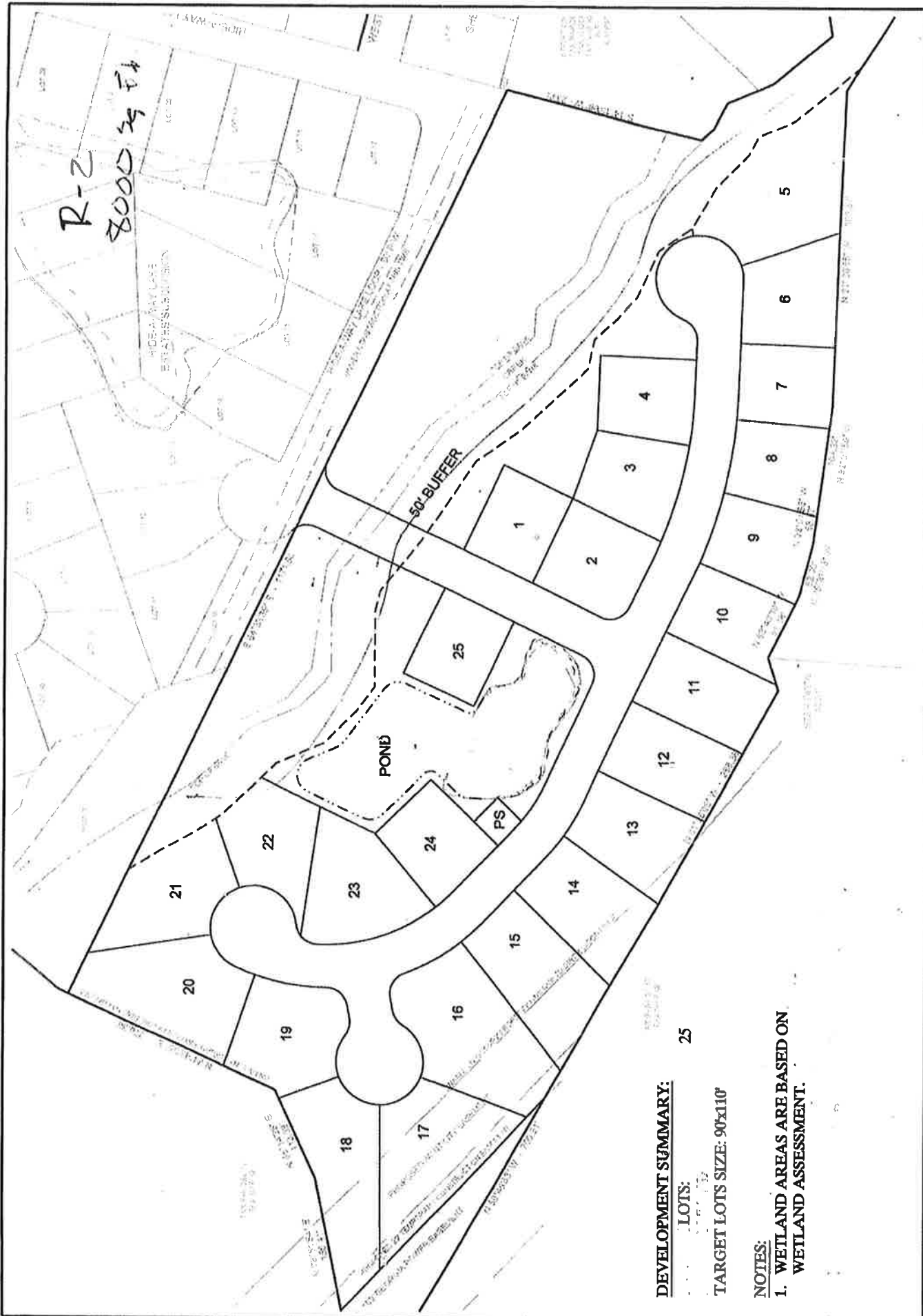
Parcel ID	K18 09 002	Owner	THOMPSON MARK A & ANGELA		Last 2 Sales			
Class Code	Residential		451 WEST WILLIAM AVENUE		Date	Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548		6/30/2010	0	NM	U
	KINGSLAND	Physical Address	n/a		2/22/1999	\$12000	LM	Q
Acres	2.03	Assessed Value	Value \$17212					

(Note: Not to be used on legal documents)

Date created: 6/15/2021

Last Data Uploaded: 6/15/2021 7:30:51 AM

Developed by  Schneider
GEOSPATIAL



DEVELOPMENT SUMMARY:

25

LOTS:

TARGET LOTS SIZE: 90'x110'

NOTES:

1. WETLAND AREAS ARE BASED ON WETLAND ASSESSMENT.



P&A ENGINEERING, INC.
Civil Engineering - Site Planning

309 ARNOW COURT
ST. MARYS, GEORGIA 31558
PH (912) 673-8575
FAX (912) 673-1575

HIDE-A-WAY LAKES

PRELIMINARY LAYOUT

DATE: 12/9/08

DRAWN BY : JPM

SCALE : 1"=150'

FIGURE: 1



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/12/21 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland

Initiator: Natalie Moreland

Sponsors:

AGENDA ITEM (ID # 3561)

DOC ID: 3561

Approval of Home Occupation-103 Pineapple Place - Map and Parcel 107H 02 056

Jonathan Angel has applied for a Home Occupation Permit doing business as "Lap Leopard Bengals". The purpose of the business will be for cat breeding. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO and has provided a map of the home showing what portion of the home will be used for breeding and maintaining the cats. Zoning is PD/R-1. *Planning Commission does not recommend approval.*



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Planning and Community Development

Staff Report

Planning Commission Meeting Date: July 6, 2021

City Council Meeting Date: July 12, 2021

Agenda Item: Home Occupation Application for 103 Pineapple Place, Map & Parcel 107H02 056

Summary:

Jonathan Angel has applied for a Home Occupation Permit doing business as “Lap Leopard Bengals”. The purpose of the business will be for cat breeding. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in of KLADO and has provided a map of the home showing what portion of the home will be used for breeding and maintaining the cats.

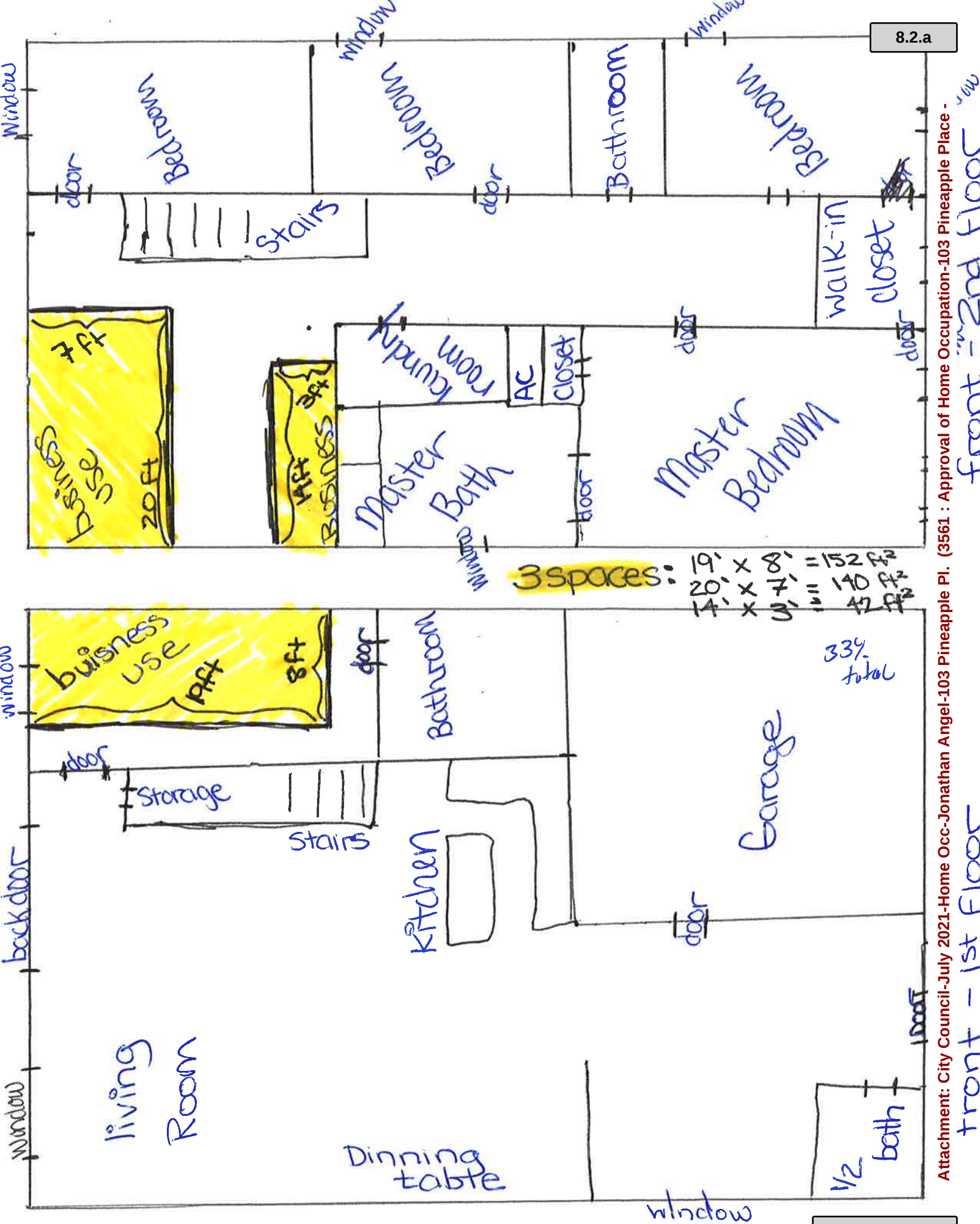
Section 107.3 of the City Ordinance states that *“A maximum number of eight (8) dogs or cats in any combination may be kept in a residential district if the lot is larger than one-half (½) acre. Otherwise only four (4) dogs or cats in any combination may be kept.”* The property in question only contains 0.39 acres. It is in staff’s opinion that this type of home occupation does not “belong” in a home and should be located in an agriculture or commercial area. It would be very difficult for Code Enforcement staff to monitor and regulate how many animals are in the home at one time.

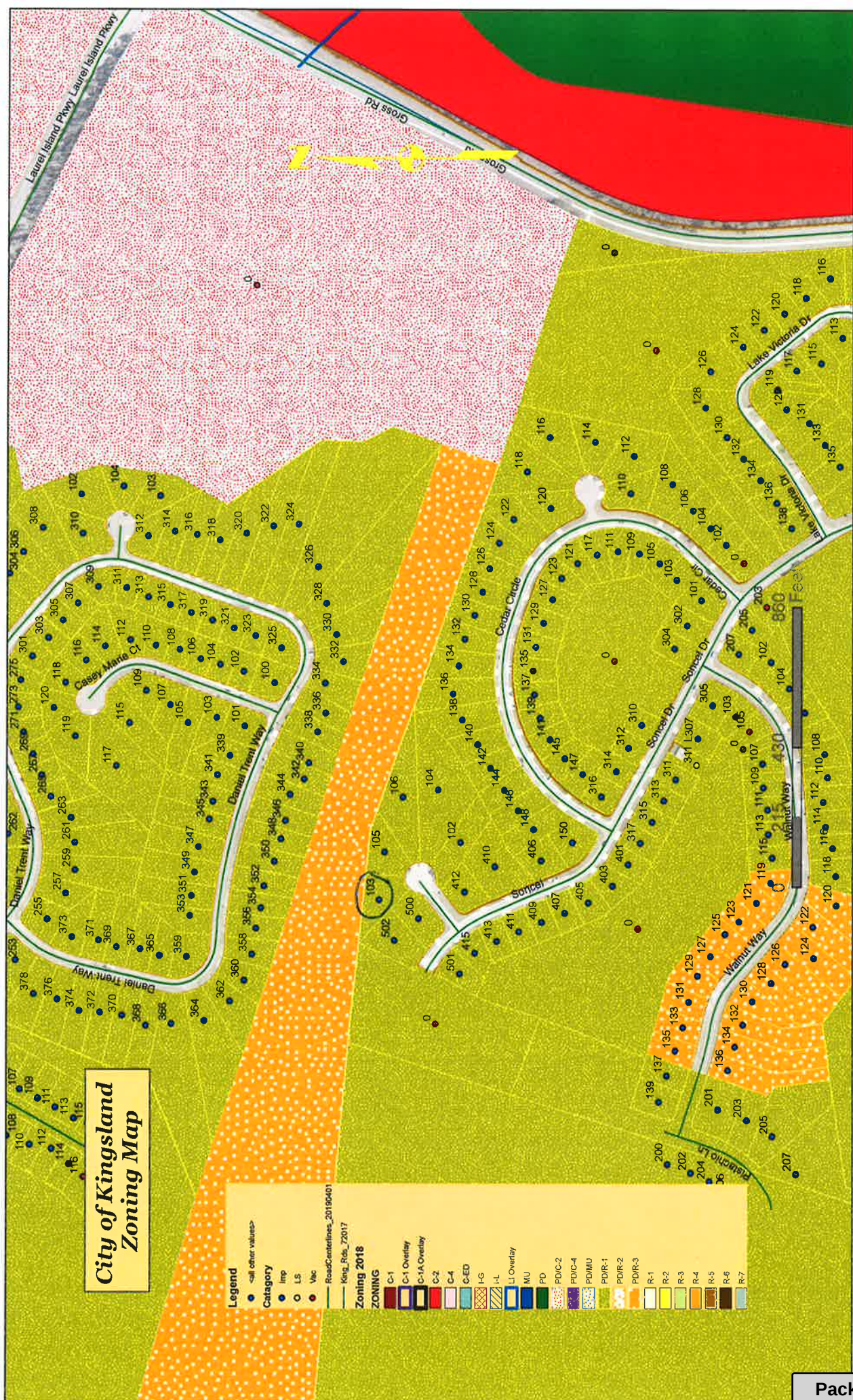
Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? No

Staff Recommendation: Staff does not recommend approval

Scott L. Kimball
Planning & Zoning Director







Overview



Legend

- Parcels
- Roads
- USA Major Highways
- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way
- City Labels

Parcel ID 107H02 056
 Class Code Residential
 Taxing District KINGSLAND
 KINGSLAND
 Acres 0.39

Owner DILLION PAUL
 165 PINE BLUFF BLVD W
 KINGSLAND, GA 31548
 Physical Address 103 PINEAPPLE PL
 Assessed Value Value \$325366

Last 2 Sales

Date	Price	Reason	Qual
4/28/2017	\$254000	FM	Q
9/15/2016	\$48000	MP	U

(Note: Not to be used on legal documents)

Date created: 6/11/2021

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 GEOSPATIAL

Jo Seigler

From: Scott Kimball <skimball@kingslandgeorgia.com>
Sent: Wednesday, July 7, 2021 10:53 AM
To: 'Jo Seigler'
Subject: FW: John Angel - Cat Breeding
Attachments: 20210628160200.pdf

Importance: High

See Attachment and email below.

Thank you,

Scott L. Kimball
Planning & Zoning Director
912-729-8222 Office
912-464-0855 Cell

This message may contain confidential information pertaining to the City of Kingsland. This message and any files transmitted with it are confidential and are intended solely for the use of the addressee. If you are not the original intended recipient, or a person responsible for delivering this e-mail to the intended recipient, you are hereby notified that you have received this e-mail in error and that any use, dissemination, distribution, forwarding, printing or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify us immediately by replying to this e-mail and deleting it from your system.

From: charlesgilman@comcast.net [mailto:charlesgilman@comcast.net]
Sent: Monday, June 28, 2021 5:09 PM
To: skimball@kingslandgeorgia.com
Subject: John Angel - Cat Breeding

The Covenants & Restrictions for Lake Victoria prohibit the breeding of animals for commercial purposes. The HOA for the community is against granting John Angel a permit for cat breeding. Attached is paragraph from the C & R's citing this restriction. Thank you.

Attachment: HOA Statement (3561 : Approval of Home Occupation-103 Pineapple Place - Map and Parcel 107H 02 056)

and no Owner shall park or allow automobiles or other vehicles to be parked on the adjacent roads and streets as a matter of course.

13. Unightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Property. All shrubs, trees, plants and lawns will be maintained in a neat and orderly manner.

14. Animals and Pets. No stable, poultry house or yard, rabbit hutch or other structure for the care, housing, or confinement of any animal or bird shall be constructed or allowed to remain on any Lot. No animal or bird, except of a kind which is customarily kept as a domestic pet, shall be kept in any residence or on any Lot. No animal or pet shall be kept, bred, or maintained for any commercial purpose on the Property; and no animal or pet shall be kept so as to endanger the health or unreasonably disturb the Owners of any Lot or any tenant, guest or invitee thereof.

15. Restriction on Subdividing. No re-subdivision shall be made on any Lot if the effect of such re-subdivision shall serve to increase the total number of Lots within the Property. Nothing in this section shall prohibit the combining of more than one Lot into one building site.

16. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

17. Trees. No trees on any Lot which are greater than 18 inches in diameter, measured 4.5 feet above ground level, shall be destroyed unless reasonably necessary for the construction of a home or driveway or to protect the safety or welfare of any Owner or such Owner's property.

18. Lake. No docks or other improvements shall be allowed in or on any lake that is now or may be in the future within a portion of the Lots, unless approved in writing by Declarant, which approval Declarant may grant or deny in its sole discretion. Swimming and motorized boats in any such lakes are also prohibited.

19. Wetlands. There are wetlands located within the Property as shown on the Plat. Under Section 404 of the Clean Water Act, 33 U.S.C., Section 1251 *et seq.* (1977), and this Declaration, the discharge of dredged or fill material into such wetlands is specifically prohibited unless a permit is first obtained from the U.S. Army Corps of Engineers. Any unauthorized work or activity that directly or indirectly impacts said wetlands may be subject the responsible party to severe civil and/or criminal fines and/or prosecution.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/12/21 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3560)

DOC ID: 3560

Approval of Home Occupation-601 East Thrift Street - Map and Parcel K27 05 002

William Poddig has applied for a Home Occupation Permit doing business as "Better Together". The purpose of the business will be for a landscaping/grass cutting business. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1. *Planning Commission recommends approval.*



The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
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Ph: 912-729-5613
Fax: 912-729-7618

Planning and Community Development Staff Report

Planning Commission Meeting Date: July 6, 2021

City Council Meeting Date: July 12, 2021

Agenda Item: Home Occupation Application for 601 E. Thrift St., Map & Parcel
K27 05 002

Summary:

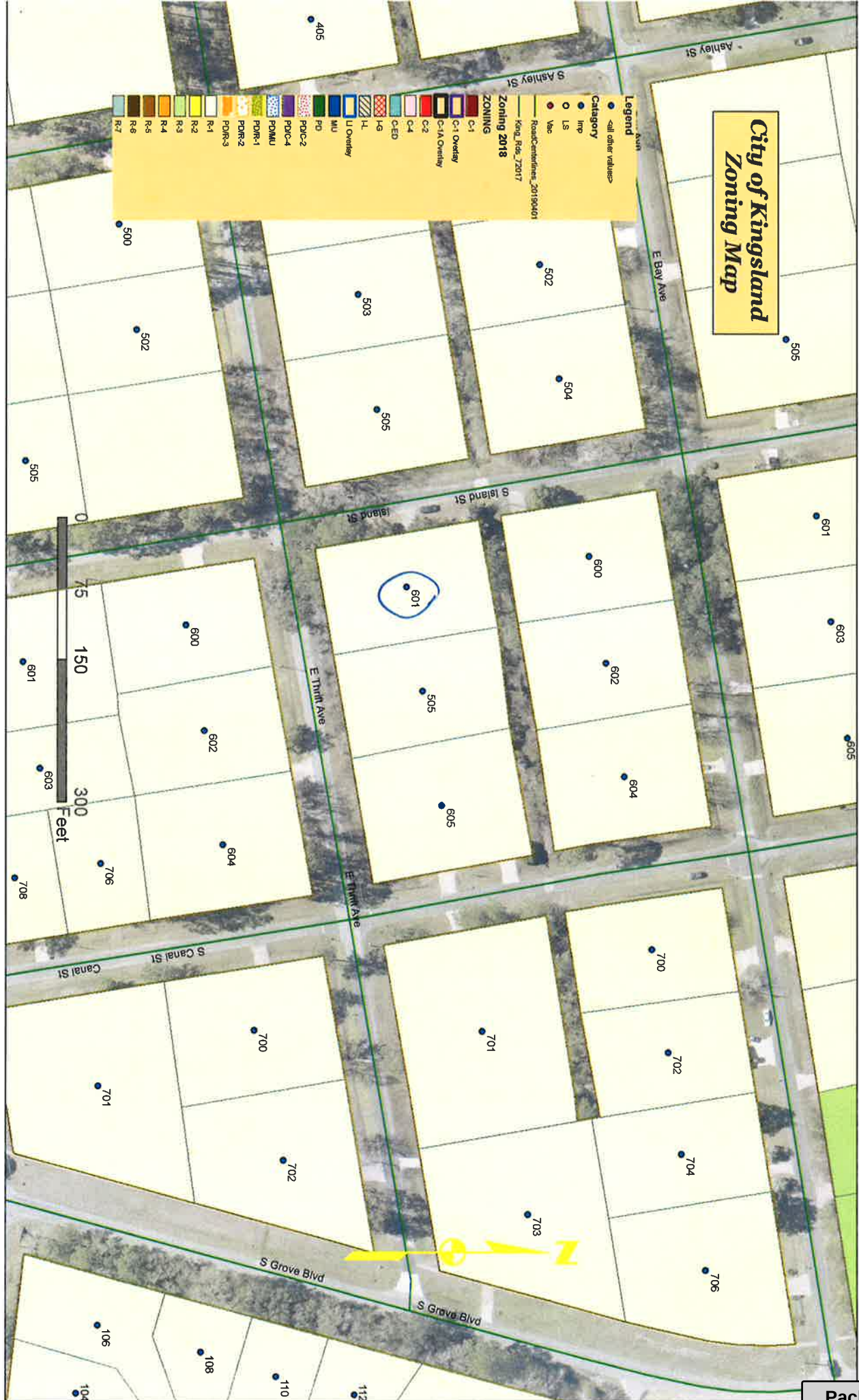
William Poddig has applied for a Home Occupation Permit doing business as “Better Together”. The purpose of the business will be for a landscaping/grass cutting. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in of KLADO.

Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director





Overview



Legend

- Parcels
- Roads
- USA Major Highways**
 - Limited Access
 - Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way
- City Labels

Parcel ID	K27 05 002	Owner	PODDIG WILLIAM W & ANGELA LYNN	Last 2 Sales			
Class Code	Residential		601 EAST THRIFT STREET	Date	Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	5/14/2015	0	SV	U
	KINGSLAND	Physical Address	601 E THRIFT AVE	5/14/2015	\$138000	FM	Q
Acres	0.47	Assessed Value	Value \$169996				

(Note: Not to be used on legal documents)

Date created: 6/9/2021

Last Data Uploaded: 6/9/2021 7:14:35 AM

Developed by Schneider
GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/12/21 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 3559)

DOC ID: 3559

Approval of Preliminary Plat-Lake Victoria Phase IV

The preliminary plat for Lake Victoria Phase IV will consist of 27 single family lots on a total of 15.47 acres. The developer has agreed to abide by the original PD that was approved in 2006 by City Council. Zoning is PD/R-1. *Planning Commission recommends approval.*



The City of Kingsland, GA
107 South Lee Street
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Ph: 912-729-5613
Fax: 912-729-7618

Planning and Community Development

Staff Report

Planning Commission Meeting Date: July 6, 2021

City Council Meeting Date: July 12, 2021

Agenda Item: Lake Victoria Phase IV- Preliminary Plat

Background: Lake Victoria Phase IV is a single family residential development by Soncel, Inc. The concept of the project is to maintain a pattern, if not better than other projects of its nature within the Kingsland Area. This project will be a continuation of the Lake Victoria development and will connect Pistachio Lane to Soncel Drive.

Zoning: PD/R-1

Summary:

The preliminary plat for Lake Victoria Phase IV will consist of 27 single family lots on a total of 15.47 acres. The developer has agreed to abide by the original PD that was approved in 2006 by City Council.

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval

Scot L. Kimball

Planning & Zoning Director

APPLICATION FOR PRELIMINARY SUBDIVISION PLAT—KINGSLAND, GA

APPLICANT: Read **Part A** completely, then answer each item in **Part B**. Please print or type. Do not write in **Part C**. The Planning Department will help you, if necessary. Failure to supply complete information will result in plat disapproval. You must file this application and all required materials with the Planning Department at least 26 days before the Planning Commission meeting at which it will be considered.



Part A—General Information

You are encouraged to read articles XII through XIV of the Kingsland Zoning and Land Development Ordinance. These articles describe the standards each subdivision must meet and explain the procedures the City will follow to review your proposed plat. The sketch below shows these steps for a typical plat. See Section 122 for filing fees and Section 129 for exceptions.

Application, fee, and required materials filed with Planning Department

Planning Commission Reviews Preliminary Plat (recommends action)

City Council Reviews Preliminary Plat (approves/disapproves)

Planning Commission Reviews Final Plat (recommends action)

City Council Reviews Final Plat (approves/disapproves)

Mayor/Commission Chairman Sign Approved Final Plat

Superior Court Clerk Records Approved Final Plat

You should be aware of these important requirements:

- No work may begin on the proposed subdivision (with the exception of clearing underbrush for surveying or engineering purposes) until the preliminary plat has been approved and any required permits obtained.
- No lots shall be sold until the final plat has been approved.
- The final plat shall be approved only after all applicable requirements of the subdivision regulations and other regulations have been met.

Part B — Applicant Only

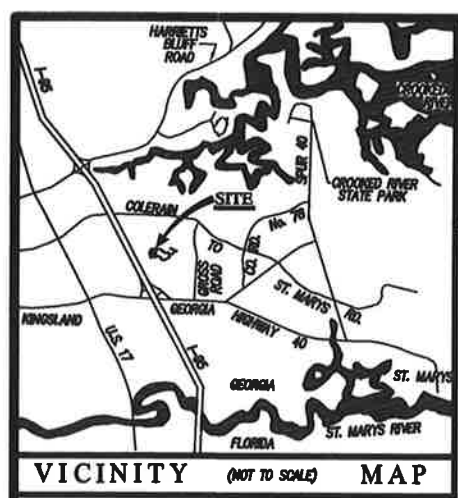
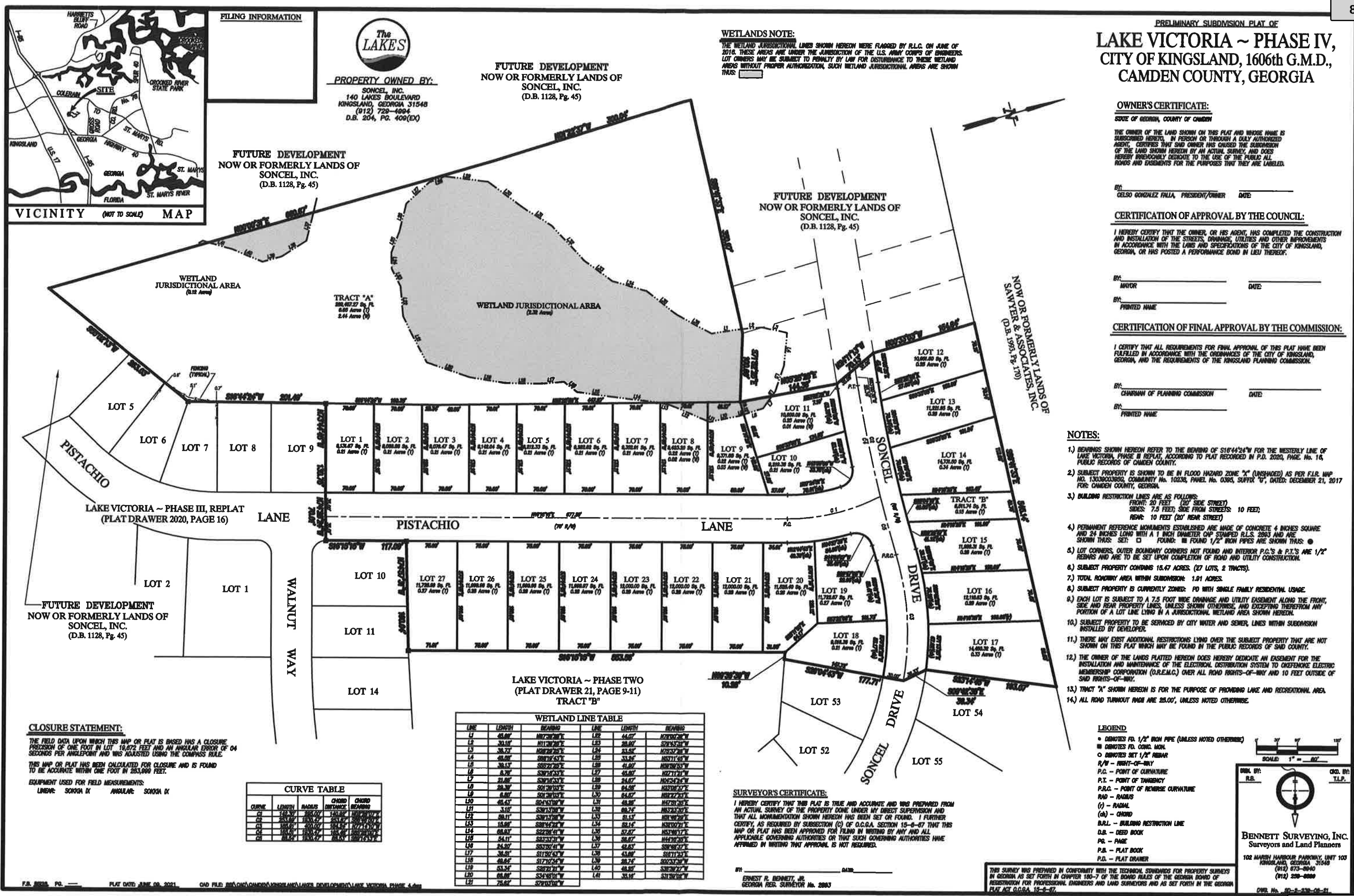
1. Your Name: BENNETT SURVEYING, INC. Phone: 912-673-8940
Address: 102 MARSH HARBOUR PKWY, UNIT 103
KINGSLAND, GA. 31548
2. Owner, if not same: KINGSLAND, GA. 31548
Name: SONCEL, INC.
Address: 140 LAKES BOULEVARD, KINGSLAND, GA. 31548
3. What is your interest if you are not the owner?
AGENT
4. Name of proposed subdivision: LAKE VICTORIA PH IV
5. Location of subdivision: Neighborhood: LAKE VICTORIA
Street: PISTACHIO LANE / SONCEL DR.
Parcel Number: _____ Lot Number: _____
6. Present zoning: PD (RESIDENTIAL USAGE)
7. Number of proposed lots: 27 LOTS, 2 TRACTS
8. Area of proposed subdivision: THE LAKES (15.47 ACRES)
9. Please attach the following items to this application. This application will NOT be considered complete and cannot be processed until you have done so.
☒ - Preliminary Plat (Original and 9 copies)
☒ - Vicinity Map
- PD (if applicable)
- Proof of ownership

Part C - Planning Official Only

1. Date application was filed: 6/10/21
 2. Was this at least 26 days before the Planning Commission meeting at which it will be reviewed? ☒ Yes () No
 3. Checked by: Scott Kimball
 4. Are Preliminary Plat and application complete? ☒ Yes () No
 5. Correct fee paid? ☒ Yes () No () Not applicable
 6. Date preliminary plat reviewed by Planning Commission: 7/6/21
() Approved () Disapproved
- Conditions of approval or reasons for disapproval: _____

Attachment: July 2021-Preliminary Plat-Lake Victoria Phase IV (3559 : Approval of Preliminary Plat - Lake Victoria Phase IV)





FILING INFORMATION

PROPERTY OWNED BY:
SONCEL, INC.
140 LAKES BOULEVARD
KINGSLAND, GEORGIA 31548
(912) 729-4994
D.B. 204, PG. 409(E)

**FUTURE DEVELOPMENT
NOW OR FORMERLY LANDS OF
SONCEL, INC.**
(D.B. 1128, Pg. 45)

WETLANDS NOTE:
THE WETLAND JURISDICTIONAL LINES SHOWN HEREON WERE FLAGGED BY R.L.C. ON JUNE OF 2010. THESE AREAS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS. LOT OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE WETLAND AREAS WITHOUT PROPER AUTHORIZATION. SUCH WETLAND JURISDICTIONAL AREAS ARE SHOWN THIS:

**PRELIMINARY SUBDIVISION PLAT OF
LAKE VICTORIA ~ PHASE IV,
CITY OF KINGSLAND, 1606th G.M.D.,
CAMDEN COUNTY, GEORGIA**

OWNER'S CERTIFICATE:
STATE OF GEORGIA, COUNTY OF CAMDEN
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HEREIN, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT SAID OWNER HAS CAUSED THE SUBDIVISION OF THE LAND SHOWN HEREON BY AN ACTUAL SURVEY, AND DOES HEREBY IRREVOCABLY DEDICATE TO THE USE OF THE PUBLIC ALL ROADS AND EASEMENTS FOR THE PURPOSES THAT THEY ARE LABELED.

BY: CELSO GONZALEZ FULLA, PRESIDENT/OWNER DATE:

CERTIFICATION OF APPROVAL BY THE COUNCIL:
I HEREBY CERTIFY THAT THE OWNER, OR HIS AGENT, HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, DRAINAGE, UTILITIES AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE LINES AND SPECIFICATIONS OF THE CITY OF KINGSLAND, GEORGIA, OR HAS POSTED A PERFORMANCE BOND IN LIEU THEREOF.

BY: MAYOR DATE:
BY: PRINTED NAME

CERTIFICATION OF FINAL APPROVAL BY THE COMMISSION:
I CERTIFY THAT ALL REQUIREMENTS FOR FINAL APPROVAL OF THIS PLAT HAVE BEEN FULFILLED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF KINGSLAND, GEORGIA, AND THE REQUIREMENTS OF THE KINGSLAND PLANNING COMMISSION.

BY: CHAIRMAN OF PLANNING COMMISSION DATE:
BY: PRINTED NAME

- NOTES:**
- 1) BEARINGS SHOWN HEREON REFER TO THE BEARING OF S16°44'24"W FOR THE WESTERLY LINE OF LAKE VICTORIA, PHASE III REPLAT, ACCORDING TO PLAT RECORDED IN P.D. 2020, PAGE No. 16, PUBLIC RECORDS OF CAMDEN COUNTY.
 - 2) SUBJECT PROPERTY IS SHOWN TO BE IN FLOOD HAZARD ZONE "X" (UNSHADED) AS PER F.L.R. MAP NO. 13036003850, COMMUNITY No. 10238, PANEL No. 0303, SUFFIX "D", DATED: DECEMBER 21, 2017 FOR CAMDEN COUNTY, GEORGIA.
 - 3) BUILDING RESTRICTION LINES ARE AS FOLLOWS:
FRONT: 20 FEET (20' SIDE STREET)
SIDES: 7.5 FEET; SIDE FROM STREETS: 10 FEET;
REAR: 10 FEET (20' REAR STREET)
 - 4) PERMANENT REFERENCE MONUMENTS ESTABLISHED ARE MADE OF CONCRETE 4 INCHES SQUARE AND 24 INCHES LONG WITH A 1 INCH DIAMETER CAP STAMPED R.L.S. 2803 AND ARE SHOWN THIS: SET: □ FOUND: ■ FOUND 1/2" IRON PIPES ARE SHOWN THIS: ●
 - 5) LOT CORNERS, OUTER BOUNDARY CORNERS NOT FOUND AND INTERIOR P.C.'S & P.T.'S ARE 1/2" REBARS AND ARE TO BE SET UPON COMPLETION OF ROAD AND UTILITY CONSTRUCTION.
 - 6) SUBJECT PROPERTY CONTAINS 15.47 ACRES. (27 LOTS, 2 TRACTS).
 - 7) TOTAL ROADWAY AREA WITHIN SUBDIVISION: 1.91 ACRES.
 - 8) SUBJECT PROPERTY IS CURRENTLY ZONED: PD WITH SINGLE FAMILY RESIDENTIAL USAGE.
 - 9) EACH LOT IS SUBJECT TO A 7.5 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ALONG THE FRONT, SIDE AND REAR PROPERTY LINES, UNLESS SHOWN OTHERWISE, AND EXCEPTING THEREFROM ANY PORTION OF A LOT LINE LYING IN A JURISDICTIONAL WETLAND AREA SHOWN HEREON.
 - 10) SUBJECT PROPERTY TO BE SERVED BY CITY WATER AND SEWER LINES WITHIN SUBDIVISION INSTALLED BY DEVELOPER.
 - 11) THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS PLAT WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.
 - 12) THE OWNER OF THE LANDS PLATTED HEREON DOES HEREBY DEDICATE AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF THE ELECTRICAL DISTRIBUTION SYSTEM TO ONEKENEKE ELECTRIC MEMBERSHIP CORPORATION (O.E.M.C.) OVER ALL ROAD RIGHTS-OF-WAY AND 10 FEET OUTSIDE OF SAID RIGHTS-OF-WAY.
 - 13) TRACT "A" SHOWN HEREON IS FOR THE PURPOSE OF PROVIDING LAKE AND RECREATIONAL AREA.
 - 14) ALL ROAD TURNOUT RAMP ARE 25.00', UNLESS NOTED OTHERWISE.

LEGEND

- DEDICATES PD 1/2" IRON PIPE (UNLESS NOTED OTHERWISE)
- DEDICATES PD CONC. MON.
- DEDICATES SET 1/2" REBAR
- R/W - RIGHT-OF-WAY
- P.C. - POINT OF CURVATURE
- P.T. - POINT OF TANGENCY
- P.R.C. - POINT OF REVERSE CURVATURE
- RAD - RADIAL
- (r) - RADIAL
- (ch) - CHORD
- B.R.L. - BUILDING RESTRICTION LINE
- D.B. - DEED BOOK
- P.G. - PAGE
- P.B. - PLAT BOOK
- P.D. - PLAT DRAWER

BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
(912) 673-8940
(912) 228-8888

CLOSURE STATEMENT:
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN LOT 16,672 FEET AND AN ANGULAR ERROR OF 04 SECONDS PER ANGLEPOINT AND WAS ADJUSTED USING THE COMPASS RULE.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 253,990 FEET.

EQUIPMENT USED FOR FIELD MEASUREMENTS:
LEICA: SOKKA IX ANGLAR: SOKKA IX

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
C1	112.37	252.00	140.00	S89°10'10"W
C2	268.27	1000.00	268.27	S89°10'10"W
C3	188.07	1000.00	188.07	S89°10'10"W
C4	188.07	1000.00	188.07	S89°10'10"W
C5	268.27	1000.00	268.27	S89°10'10"W

WETLAND LINE TABLE

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	45.00	N12°30'00"E	L12	44.07	N70°00'00"W
L2	30.16	N11°30'00"E	L13	38.67	S75°52'30"W
L3	38.73	N08°00'00"E	L14	31.52	N70°00'00"W
L4	45.00	S08°10'43"E	L15	33.52	N07°11'45"W
L5	30.13	S05°21'20"E	L16	41.87	N07°00'00"W
L6	6.78	S07°45'33"E	L17	45.87	N27°11'21"W
L7	21.86	S07°45'33"E	L18	24.67	N05°54'25"W
L8	20.30	S01°30'00"E	L19	64.98	N07°00'00"E
L9	6.87	S01°30'00"E	L20	64.67	N07°21'25"E
L10	45.43	S04°43'00"W	L21	45.87	N07°00'00"E
L11	3.15	S01°15'00"W	L22	68.74	N07°21'25"E
L12	58.11	S07°15'00"W	L23	81.13	N07°00'00"E
L13	15.98	S08°44'22"W	L24	82.14	N07°00'00"E
L14	68.07	S22°38'41"W	L25	57.57	N07°00'00"E
L15	54.11	S23°53'31"W	L26	58.67	N07°00'00"E
L16	24.97	S03°00'41"W	L27	42.63	S07°00'00"E
L17	36.91	S17°02'43"W	L28	43.89	S07°11'23"E
L18	49.62	S17°02'43"W	L29	38.74	S07°33'30"W
L19	33.34	S08°21'31"W	L30	48.89	S07°00'00"E
L20	65.89	S24°45'01"W	L31	35.16	S17°00'00"W
L21	75.62	S27°00'00"W			

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND ACCURATE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTATION SHOWN HEREON HAS BEEN SET OR FOUND. I FURTHER CERTIFY, AS REQUIRED BY SUBSECTION (C) OF O.C.G.A. SECTION 15-6-67 THAT THIS MAP OR PLAT HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE GOVERNING AUTHORITIES OR THAT SUCH GOVERNING AUTHORITIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

BY: ERNEST R. BENNETT, JR.
GEORGIA REG. SURVEYOR No. 2803

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 150-7 OF THE BOARD RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-57.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/12/21 06:00 PM
Department: City Clerk
Category: Policy
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3557

AGENDA ITEM (ID # 3557)

Approval Of: Adding Juneteenth to Observed Holiday Schedule



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3585)

Meeting: 07/12/21 06:00 PM

Department: City Clerk

Category: Miscellaneous

Prepared By: Jean Seigler

Initiator: Jean Seigler

Sponsors: CDBG-DR Program Manager Justin Geedy

DOC ID: 3585

9.2

Approval Of: Selection of Prequalified Contractors for CDBG-DR Homeowner Rehabilitation and Reconstruction Program

The City requested qualifications from contracting firms to participate in the pre-qualified pool of contractors for the ongoing CDBG-DR Homeowner Rehabilitation and Reconstruction Program. The selected contractors will carry out the designated repairs or reconstruction assigned.

Staff recommends DSW and Stonewater Disaster Recovery.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/12/21 06:00 PM
Department: City Clerk
Category: Resolution
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3565

AGENDA ITEM (ID # 3565)

Approval Of: Resolution 2021-07 the Camden County Multi-Jurisdictional Hazard Mitigation Plan

The purpose of the Camden County Multi-Jurisdictional Hazard Mitigation Plan is to identify, assess, and mitigate hazard risk to better protect the people and property within Camden County from the effects of natural and human-caused hazards. This plan documents progress on existing hazard mitigation planning efforts, updates the previous plan to reflect current conditions in the planning area including relevant hazards and vulnerabilities, increases public education and awareness about the plan and planning process, maintains grant eligibility for participating jurisdictions, maintains compliance with state and federal requirements for local hazard mitigation plans, and identifies and outlines strategies the County and participating jurisdictions will use to decrease vulnerability and increase resiliency. *Staff recommends approval.*

RESOLUTION NUMBER 2021-07
A RESOLUTION AUTHORIZING ADOPTION OF
THE CAMDEN COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Camden County and its municipal governments are subject to the effects of natural and human-caused hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, it is the intent of the City Council of Kingsland to fulfill this obligation in order that the City of Kingsland will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County; and

WHEREAS, Camden County and its municipal governments have completed a comprehensive review of the previously approved Hazard Mitigation Plan and have updated said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the Georgia Emergency Management & Homeland Security Agency; and

WHEREAS, the City of Kingsland desires to seek ways to mitigate the impact of identified hazard risks and the Camden County Multi-Jurisdictional Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-caused hazards that may affect the City of Kingsland.

NOW, THEREFORE, be it resolved that the City Council of Kingsland hereby adopts

1. Adopts the Camden County Multi-Jurisdictional Hazard Mitigation Plan.
2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this _____ day of _____, 2021.

 Signed: Dr. C. Grayson Day, Jr., Mayor

 Attest: Jean O. Seigler, City Clerk

(Seal)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 07/12/21 06:00 PM
Department: City Clerk
Category: Resolution
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3584)

DOC ID: 3584

**Approval Of: Resolution #2021-08 - Authorizing Acceptance
of the Community Development Block Grant-Mitigation
(CDBG-MIT) Award and Authorizing Subrecipient Agreement
Between the Georgia Department of Community Affairs and
the City of Kingsland.**

Staff recommends approval.

RESOLUTION NO. 2021-08

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) AWARD AND AUTHORIZING SUBRECIPIENT AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND THE CITY OF KINGSLAND.

WHEREAS, pursuant to Public Law (P.L.) 115-123 and the Federal Register Notice 84 FR 45838, dated August 30, 2019, the U.S. Department of Housing and Urban Development (“HUD”) has awarded twenty-six million nine hundred sixty-one thousand dollars (\$26,961,000) in Community Development Block Grant Mitigation (“CDBG-MIT”) funds to DCA for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the Grantee’s Action Plan (the “Action Plan”); and

WHEREAS, DCA created a CDBG-MIT Infrastructure Program with this allocation for activities that mitigate against future disasters in the areas affected by Hurricane Irma as well as the 2017 January tornadoes in Southwest, Georgia; and

WHEREAS, the Grantee wishes to engage the City of Kingsland as a Subrecipient to assist the Grantee in utilizing such funds to carry out a part of the Grantee’s federal award by committing one million nine hundred fifty-six thousand four hundred ninety-seven dollars (\$1,956,497) of the Grantee’s federal award, pursuant to the Subrecipient Agreement (the “Agreement”); and

WHEREAS, the CDBG-MIT funds made available for use by the Subrecipient under the Agreement constitute a sub-award of the Grantee’s federal award and the use of which must be in accordance with requirements imposed by federal statutes, regulations, and the terms and conditions of the Grantee’s federal award;

WHEREAS, the Subrecipient has legal authority to enter this Agreement by the governing body duly adopting this resolution authorizing the Subrecipient to enter Agreement with the Grantee, and by signing the Agreement, to assure the Grantee that it will comply with all the requirements of the sub-award described herein.

NOW, THEREFORE, in consideration of the need for recovery from the FEMA Disaster Declarations DR-4294, 4297, and 4338, and the premises and mutual covenants described herein, the Governing Body of the City of Kingsland, Georgia hereby agree to the terms of Subrecipient agreement.

APPROVED AND ADOPTED BY THE CITY OF KINGSLAND MAYOR AND COUNCIL the ____ day of _____, 2021.

Dr. C. Grayson Day Jr., Mayor

ATTEST:

Jean O. Seigler, City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3558)

Meeting: 07/12/21 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3558

9.5

Approval Of: CDBG-MIT Subreceptent Agreement

Community Development Block Grant - Mitigation Subreceptent agreement between the Georgia Department of Community Affairs and the City of Kingsland. *Staff recommends approval.*

Brian P. Kemp
Governor



Christopher Nunn
Commissioner

May 28, 2021

The Honorable Dr. C. Grayson Day
Mayor, City of Kingsland
107 South Lee Street
P.O. Box 250
Kingsland, Georgia 31548

Re: City of Kingsland
CDBG-DR Grant No. MITINF-2-007

Congratulations! It is my great pleasure to announce City of Kingsland's award of grant funding through Georgia's Community Development Block Grant – Mitigation (CDBG-MIT) Program, which is funded by the Department of Housing and Urban Development's (HUD) 2017 Mitigation appropriation to the state.

Your eCivis Portal award file contains the Subrecipient Agreement, as well as documents related to the implementation of your award. After careful study of the award package, please acknowledge your acceptance by completing and signing the Subrecipient Agreement, Authorized Signature Card, Vendor Management Form, and W-9. Please upload the signed documents, as well as any supporting document requirements, to the eCivis portal and proceed with accepting the award.

Instructions for this process are available in your Portal award file. The grant award does not become effective until we receive this completed award package. A copy of all award documents should be retained for your records.

Please note, by signing the Subrecipient Agreement, City of Kingsland is made responsible for all requirements contained therein. It should also be noted these requirements include, but are not limited to Public Law 115-123, Federal Notice 84 FR 45838, Housing and Community Development Act of 1974, as amended, the Federal regulations implementing the State CDBG program at 24 CFR Part 570, the applicable regulations under 2 CFR Part 200, HUD's Environmental Review Procedures for CDBG-DR programs (24 CFR Part 58), and the Georgia CDBG-DR MIT Applicant Manual.

Finally, from a financial accounting and record keeping standpoint, this award should be treated entirely separately from any earlier CDBG, CDBG-DR, or CDBG- MIT Planning award you may have received. This distinction is particularly crucial in regard to the drawdown of funds.



May 28, 2021
Page 2

If you have any questions concerning this grant, please do not hesitate to contact Monique Guilford, CDBG-DR Project Specialist at (470) 597-5275 or monique.guilford@dca.ga.gov.

Sincerely,


G. Christopher Nunn (Jun 1, 2021 14:58 EDT)

G. Christopher Nunn
Commissioner

Portal Enclosures: Vendor Management Bank Account Form
 Sample Bank Letter
 Authorized Signature Card
 W-9

Attachment: CDBG-MIT SRA (3558 : Approval Of: CDBG-MIT Subrecipient Agreement)



State of Georgia
Fulton County

COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION

SUBRECIPIENT AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CITY OF KINGSLAND

THIS AGREEMENT is entered this _____ day of _____, 20 ____ by and between the Georgia Department of Community Affairs (hereinafter referred to as "Grantee" or "DCA") and the City of Kingsland (hereinafter referred to as "Subrecipient"), is for the provision of the Community Development Block Grant - Mitigation, as further defined in the "Exhibit A – Project Description and Deliverables."

I. RECITALS

WHEREAS, pursuant to Public Law (P.L.) 115-123 and the Federal Register Notice 84 FR 45838, dated August 30, 2019, the U.S. Department of Housing and Urban Development ("HUD") has awarded twenty-six million nine hundred sixty-one thousand dollars (\$26,961,000) in Community Development Block Grant Mitigation ("CDBG-MIT") funds to DCA for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the Grantee's Action Plan (the "Action Plan").

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to carry out a part of the Grantee's federal award by committing one million nine hundred fifty-six thousand four hundred ninety-seven dollars (\$1,956,497) of the Grantee's federal award, pursuant to this Subrecipient Agreement (the "Agreement").

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

WHEREAS, the Subrecipient has legal authority to enter this Agreement, and the Subrecipient's governing body has duly adopted the _____ dated _____, authorizing the Subrecipient to enter this Agreement with the Grantee, and by signing this Agreement, to assure the Grantee that it will comply with all the requirements of the sub-award described herein.

NOW, THEREFORE, in consideration of the need for recovery from the FEMA Disaster Declarations DR-4294, 4297, and 4338, and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

CDBG-MIT SUBRECIPIENT AGREEMENT 6.2021

Page 1 of 36

Attachment: CDBG-MIT SRA (3558 : Approval Of: CDBG-MIT Subrecipient Agreement)

II. GENERAL AWARD INFORMATION

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

Federal Award Date: November 20, 2020

Is this award for research and development: Yes ☐ No ☒

Subrecipient's DUNS Number: 021340021

Amount of the Federal Award Committed to the Subrecipient by this Agreement: \$1,956,497

Total amount obligated by this and any other Agreement: \$1,956,497

III. POINTS OF CONTACT

Grantee:

Kathleen Tremblay

(Name of primary contact)

Title: Manager, CDBG-DR Programs

Grantee: Georgia Department of Community Affairs

Address: 60 Executive Park South, NE

City, State, ZIP: Atlanta, GA 30329

Telephone: 404-925-1342

Subrecipient:

Rhonda Gilbert

(Name of primary contact)

Title: Grants Consultant

Subrecipient: City of Kingsland

Address: 625 Piping Rock Point

City, State, ZIP: Lawrenceville, GA 30043

Telephone: 678-447-5425

Federal Award Identification Number: B-19-DP-13-0002

CFDA Number and Name: 14.228 Community Development Block Grants

IV. TERM OF THE AGREEMENT AND PERFORMANCE PERIOD

This Agreement begins upon execution by both parties (the "Effective Date") and will terminate, as mutually agreed upon by both parties, on the date that occurs three (3) calendar years following the Effective Date, unless otherwise terminated, as provided in this Agreement. If the Subrecipient requires a grant extension to complete its performance obligations pursuant to this Agreement, a written request for a grant period extension shall be sent to the Grantee. The grant extension request by the Subrecipient shall be received by the Grantee no later than ninety (90) days prior to the termination of this Agreement. The extension request shall outline the reasons for the delay and provide a projected completion date. Grant extension approvals will be provided in the form of a grant adjustment notice.

CDBG-MIT SUBRECIPIENT AGREEMENT 6.2021

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

V. SUBRECIPIENT PERFORMANCE

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

VI. REQUESTS FOR PAYMENTS AND DISBURSEMENT OF FUNDS

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

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

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

a. Cash Depositories

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

- A separate non-interest-bearing bank account ("Bank Account") must be maintained for the grant award. Only CDBG-MIT funds should be deposited into this Bank Account. Non CDBG-MIT funds may be deposited into this Bank Account solely to meet any applicable minimum balance requirements.
- The Bank Account must be established in a financial institution with Federal Deposit Insurance Coverage (FDIC) and the balance exceeding the coverage must be collaterally secured.

- Consistent with the national goal of expanding the opportunities for minority and women owned business enterprises, Subrecipients are encouraged to use minority and/or women owned banks.

b. Time period for Subrecipient to Disburse Funds

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

VII. TIMELINESS STANDARDS AND CANCELLATION OF GRANT AWARD

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

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

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

VIII. PROGRAM INCOME

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

IX. PROHIBITED ACTIVITIES

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

X. PERFORMANCE MONITORING & REPORTING

A. Reporting

In additional to all deliverables and metrics specifically referenced in Exhibit A, the Subrecipient shall submit a minimum of four (4) progress and financial reports to the Grantee annually in the form, content, and frequency required by the Grantee. At a

minimum, reports shall be submitted no less frequently than required by the regulations listed as 2 CFR 200.38, 24 CFR 570.507 and the applicable federal register notices.

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

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

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

B. Monitoring

The Grantee reserves the right to perform on-site monitoring of the Subrecipient's and the compliance of any of the Subrecipient's lower-tier recipients with the terms and conditions and exhibits of this contract, and of the adequacy and timeliness of the Subrecipient's and any lower-tier recipient's performances under this contract. If deficiencies are detected by the Grantee during on-site monitoring of Subrecipient, the Grantee will notify the Subrecipient of corrective action to be undertaken. If action to correct such substandard performance is not taken in the timeframe specified in the notification by the Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG-MIT funds consistent with 2 CFR 200.208 suspend or terminate this agreement or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.339.

XI. AMENDMENT AND TERMINATION

A. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are approved by the Grantee, and are executed in any number of counterparts and by the parties hereto in separate counterparts, by a duly authorized representative of the Grantee and the Subrecipient.

Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to Exhibit A or C, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

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

B. Suspension or Termination

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

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

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

XII. MISCELLANEOUS

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

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[SIGNATURE PAGE FOLLOWS]

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

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

By: 
G. Christopher Nunn (Jun 1, 2021 14:58 EDT)
 (Signature)

Name: G. Christopher Nunn

Title: Commissioner

Date: 06/01/2021

CITY OF KINGSLAND

By: _____
 (Signature)

Name: _____

Title: _____

Date: _____

Attest: _____
 (Authorized Personnel)

Countersigned: _____
 (Authorized Personnel)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Exhibit A – Project Description and Deliverables

Project Description

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Mitigation (CDBG-MIT) funds to the state of Georgia to be distributed in the Most Impacted and Distressed (MID) zip codes and counties declared eligible for Federal Emergency Management Agency (FEMA) Individual and Public Assistance. These funds are to be used for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq) and described in the State of Georgia Action Plan for Disaster Recovery. Funds will be used to contribute to infrastructure efforts that will mitigate against future disasters. Eligible recipients are those communities that received FEMA assistance (IA/PA) as result of DR 4294, 4297, and 4338, occurring on January 2, January 21-22, and September 11, 2017, respectively.

- The City of Kingsland will expend CDBG-MIT funds to rehabilitate and replace the slip lining of sewer pipes to reduce intrusion and infiltration of rainwater, groundwater, sand and flow to the WWTP (Project B).
- The City of Kingsland will also expend CDBG-MIT funds for improvements to the existing Creekwood and Greentree Lift Stations (Project C).

Project Schedule:

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

Project Schedule for Activity B

- Receive Environmental Review Compliance for Project B no later than August 30, 2021
- Complete activity design for Project B no later than November 30, 2021
- Complete procurement for Project B no later than January 30, 2022
- Complete contract award for Project B no later than February 28, 2022
- Complete construction for Project B no later than October 30, 2022
- Complete contract closeout for Project B no later than January 30, 2023
- Close out grant award for Project B no later than February 28, 2023

Project Schedule for Activity C

- Receive Environmental Review Compliance for Project C no later than October 30, 2021
- Complete activity survey for Project C no later than December 30, 2021
- Complete activity design for Project C no later than January 30, 2022
- Complete procurement for Project C no later than March 30, 2022
- Complete contract award for Project C no later than April 30, 2022
- Complete construction for Project C no later than September 30, 2022
- Complete contract closeout for Project no later than December 30, 2022
- Close out grant award for Project C no later than January 30, 2023

Line Item Budget:

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

National Objectives

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

Urgent Need Mitigation (UNM) - Activities funded with the UNM national objective must result in measurable and verifiable reductions and address current and future risks. For infrastructure activities using the Urgent Need Mitigation national objective, local governments must reference the current and future risks as identified in the Mitigation Needs Assessment, as well as the impact. Additionally, applicants using this national objective must demonstrate how it will result in a measurable and verifiable reduction in the risk of loss of life and property.

Exhibit B – Project Budget

Georgia Department of Community Affairs (DCA)
Community Development Block Grant Mitigation Program
Planning Funds

BUDGET SUMMARY

Recipient: City of Kingsland

Grant Number: MITINF-2-007

CDBG-MIT BUDGET

Line Item	Description	Activity Budget
1	Administrative and Legal Expenses	\$46,500
2	Project B Construction	\$1,519,084
3	Project C Construction	\$390,913
		Total CDBG-MIT Budget: \$1,956,497

Attachment: CDBG-MIT SRA (3558 : Approval Of: CDBG-MIT Subrecipient Agreement)

Exhibit C – General and Special Conditions

General Conditions

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

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

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

04. The Grantee reserves the right to cancel a Subrecipient Grant Award if sufficient progress is not being made toward completion of the project. CDBG-MIT representatives will conduct on-site monitoring visits with each Subrecipient. The Grantee will also monitor the financial progress as the draw requests are sent to the Grantee. If sufficient progress is not being made, CDBG-MIT program staff will notify the Subrecipient in writing detailing the lack of progress, possible corrective actions, possible conditions (if necessary), and the date which the Grantee will re-evaluate the progress. If the Subrecipient is unable to get back on track, the funds will be reprogrammed. Actions will be consistent with 2 CFR 200.339 and 2 CFR 200.208. In addition, the Subrecipient Grant Award may be canceled at any time if it becomes apparent to the Grantee that the Subrecipient has not initiated the administrative activities necessary to allow the project to proceed.

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

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

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

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

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

Special Conditions

- 01.** The Subrecipient is required to enter the Budget information for the activity in the eCivis portal upon signing this agreement and ensure that information is current throughout the duration of the grant agreement.
- 02.** The Subrecipient is required to enter the Goal information for the activity in the eCivis portal and ensure that information is current throughout the duration of the grant agreement.

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

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

A. General Compliance

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

B. Duplication of Benefits

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

C. Drug-Free Workplace

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

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

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

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

F. Documentation and Record Keeping

1. Record Keeping and Access to Records

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient and its' subrecipients, contractors, and consultants complied with this agreement, applicable federal statutes and regulations, and the terms and conditions of the Grantee's federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. The Subrecipient agrees that all books, records and accounts relating to this award shall be separate from any general accounting records which the Subrecipient may maintain in connection with the Subrecipient's general business activities.

Such records may include: records providing a full description of each activity undertaken; records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; records required to determine the eligibility of

activities; records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-MIT assistance; records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-MIT program regulations; financial records as required by 24 CFR 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements, labor standards, and other records necessary to document compliance with this agreement, any other applicable federal statutes and regulations, and the terms and conditions of Grantee's federal award.

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

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

2. Record Retention and Transmission of Records to the Grantee

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

The Subrecipient must maintain financial records, supporting documents, statistical records, and all other records pertinent to the CDBG-MIT award for a period of three (3) years following the submission of the Grantee's final report. Upon submission of the final report, the Grantee will inform the Subrecipient of the submission and remind them of the three (3) year record retention requirement. Exceptions to this requirement are listed in 2 CFR 200.334.

G. Close-out

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this agreement by complying with the closeout procedures in 2 CFR § 200.344 Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344 upon the expiration of this agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds shall be treated in accordance with 24 CFR 570.503(b)(7).

H. Audits

1. Subrecipients must contract for annual independent audits of their financial operations, including compliance with federal and state law and regulations. The contracts for independent audit must be done in accordance with 2 CFR Part 200, Subpart F, if the following circumstances occur:
 - If the Subrecipient expends \$750,000.00 or more in a year in total federal funds (CDBG-MIT plus any other federal funds), they must submit an annual audit that should be made in accordance with 2 CFR Part 200, Subpart F. This audit should also include a Project Cost Schedule and a Source and Application of Funds Schedule.
 - A copy of all audit reports shall be provided by the Subrecipient to the Grantee no later than thirty (30) days after issuance of the reports and no later than one year plus thirty (30) days after the end of the audit period.
2. Subrecipients that expend less than \$750,000.00 in a year in total federal (CDBG-MIT plus any other federal funds) awards are exempt from federal (but not state of Georgia) audit requirements for that year.
3. CDBG-MIT funds may be used for paying for the Project Cost Schedule and a Source and Application of Funds Schedule.
4. Small Business Concerns and Business Concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts for audit services awarded with CDBG-MIT funds. Subrecipients shall take the following affirmative action to further their goal:
 - Assure that audit firms owned and controlled by socially and economically disadvantaged individuals as defined in PL 95-507 are used to the fullest extent practicable.
 - Make information on forthcoming opportunities available and arrange timeframes for the audit so as to encourage and facilitate participation by small or economically disadvantaged firms.
 - Consider in the contract process whether firms competing for larger audits intend to subcontract with small or economically disadvantaged firms.
 - Encourage contracting with small or economically disadvantaged audit firms which have traditionally audited government programs, and in such cases where this is not

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possible, assure that these firms are given consideration for audit subcontracting opportunities.

- Encourage contracting with consortiums of small or economically disadvantaged audit firms when a contract is too large for an individual small or economically disadvantaged firm.
 - Use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration in the solicitation and utilization of small or economically disadvantaged audit firms.
5. Audits must include an examination of internal control systems established to ensure compliance with laws and regulations affecting the expenditure of CDBG-MIT funds, financial transactions, and accounts and financial statements, and reports of Subrecipient organizations. These examinations are to determine whether:
- There is effective control over and proper accounting for revenues, expenditures, assets, and liabilities.
 - The financial statements are presented fairly in accordance with generally accepted governmental accounting principles.
 - The reports to the Grantee and claims for advances contain accurate and reliable financial data and are presented in accordance with the terms of applicable agreements.
 - CDBG-MIT funds are being expended in accordance with the terms of the grant award and those provisions of federal and state law or the Grantee's regulations that could have a material effect on the financial statements.
6. In order to accomplish the purposes, set forth above, a representative number of charges to the CDBG-MIT award shall be tested. The test shall be representative of all cost categories that materially affect the award. The test is to determine whether the charges:
- Are necessary and reasonable for the proper administration of the program.
 - Conform to any limitations or exclusions of the CDBG-MIT award itself.
 - Were given consistent accounting treatment and applied uniformly to both CDBG-MIT assisted and other activities of the Subrecipient.
 - Were net of applicable credits.
 - Did not include costs properly chargeable to other programs.
 - Were properly recorded (i.e., correct amount and date) and supported by source documentation.
 - Were approved in advance if subject to prior approval.
 - Were allocated equitably to benefiting activities, including non-CDBG-MIT activities.

7. Audits should be conducted annually. If an acceptable annual audit is completed within a short period of time prior to close-out of a CDBG-MIT program, the Grantee will request payment documentation of the unaudited funds and then formally close the grant.
8. If the auditor becomes aware of irregularities in the subrecipient organization, the auditor shall promptly notify the Grantee and Subrecipient management officials above the level of involvement. Irregularities include such matters as conflicts of interest, falsification of records and reports, and misappropriation of funds or other assets.
9. The annual audited financial statements shall include:
 - A statement that the audit was conducted in accordance with 2 CFR Part 200, Subpart F.
 - Financial statements, including the schedule of expenditures of federal awards, including footnotes, of the Subrecipient organization.
 - The auditor's report on the financial statement which should:
 - Identify the statements examined and the period covered.
 - State that the audit was done in accordance with the Generally Accepted Government Auditing Standards.
 - Express an opinion as to whether the financial Statements of the federal program is presented fairly in all material respects in conformity with the stated accounting policies.
 - Report on internal controls related to the federal program, which shall describe the scope of testing of internal control and the results of the test.
 - Report on compliance which includes an opinion as to whether the audit is in compliance with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on the federal program.
 - Include a schedule of findings and questioned costs for the federal program.
 - Identify the major programs.
 - State the dollar threshold used to distinguish between programs.
 - Determine whether the audit qualifies as a low-risk audit.
10. The auditor's reports on compliance and internal control should:
 - Include comments on weaknesses or noncompliance with the systems of internal control, separately identifying material weaknesses.
 - Report the scope of testing of internal control and the results of the tests, and where applicable, a separate schedule of findings and questioned cost.
 - Include statement that the audit is in compliance with laws, regulations, and the provisions of contracts or grant agreement that could have a direct and material effect on each major program according to the federal and state law and where applicable, a separate schedule of findings and questioned cost.

- Provide a Summary Schedule of prior audit findings that report the status of all audit findings included in the prior audit's schedule of findings and questioned costs relative to federal awards. The Summary Schedule shall also include audit findings reported in the prior audit's schedule of prior audit findings except audit findings listed as corrected.
- When audit findings were fully corrected, the summary schedule need only list the audit findings and state which corrective action was taken or provide a statement of planned actions taken by Subrecipient.
- A Source and Application of Funds schedule and a Project Cost schedule for all CDBG-MIT funds. The appropriate grant numbers should also be shown. Please note that if the city/county's total federal expenditures meet or exceed the guidelines of 2 CFR Part 200, Subpart F, (\$750,000.00), the Federal Schedule of Financial Assistance can be substituted for the Source and Application Schedule.
- Comments on the accuracy and completeness of financial reports and claims for advances or reimbursement to the Grantee.
- Comments on corrective action taken or planned by the Subrecipient.

11. Work papers and reports must be retained for a minimum of three years from the date of the audit report, unless the auditor is notified in writing by the Grantee of the need to extend the retention period. The audit work papers must be made available upon request of the Grantee or its designees and the General Accounting Office or its designees.

12. When an audit discloses significant findings, the Subrecipient will be called upon by the Grantee to take corrective action. Depending upon the nature of the inadequacies, Drawdown of Funds, Final Close-Out or subsequent award of the CDBG-MIT program may be delayed or denied until corrective action has been taken.

I. Inspections and Monitoring

Subrecipients must constantly monitor performance to ensure that time schedules are being met, projected milestones are being accomplished, federal and state requirements are being followed, and other performance goals are being achieved. Problems, delays, or adverse conditions affecting the Subrecipient's ability to meet grant objectives or time schedules should be reported to the Grantee. The Subrecipient may report these matters via the Quarterly Report form or may contact the Grantee, as appropriate, at any other time.

The Grantee will conduct monitoring visits, as necessary, to provide technical assistance and to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of this agreement. In addition to providing technical assistance, the Grantee will, at appropriate times during program activities, review Subrecipients' records to ensure that all applicable state and federal requirements are being met. The Grantee's emphasis will be on preventing and correcting problems before they develop into serious

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obstacles to program implementation. These reviews include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521.

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

J. Corrective Actions

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

K. Procurement and Contractor Oversight

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

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

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

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

The Subrecipient must inform the Grantee of all contracts procured for the CDBG-MIT program. The Grantee is required to post a summary of all contracts procured on its public website within ten (10) calendar days of procurement.

L. Property Standards

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

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

M. Federal Funding Accountability and Transparency Act (FFATA)

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

N. Nondiscrimination

1. 24 CFR part 6

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

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

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

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

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

3. State and Local Nondiscrimination Provisions: Georgia Handicap Accessibility Law (OCGA, Title 30, Chapter 3) intends to eliminate, insofar as possible, unnecessary physical barriers encountered by persons with disabilities or elderly persons whose ability to participate in the social and economic life of this state is needlessly restricted when such persons cannot readily use government buildings, public buildings, and facilities used by the public.
4. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)
 - General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 CFR 570.601 and 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the

use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

- **Assurances and Real Property Covenants:**

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

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

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

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument affecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

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

5. Affirmative Action

- Executive Order 11246

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

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

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

- Notifications

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

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

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

P. Labor and Employment

1. Labor Standards

The Subrecipient shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar

construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

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

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

1. Compliance

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

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

- The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

R. Conduct

1. Hatch Act

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

2. Conflict of Interest

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

3. Lobbying Certification

The Subrecipient hereby certifies that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- It shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Whistleblower Act Certification

The Subrecipient hereby certifies that:

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

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

S. Religious Activities

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

T. Change of Use of Real Property Rule

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

U. OTHER REQUIREMENTS IMPOSED BY GRANTEE

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

5. The Subrecipient shall include in any subcontracts that failure to adequately perform under this contract may result in penalties including, but not limited to debarment from performing additional work for the Grantee.

VI. MISCELLANEOUS AGREEMENT PROVISIONS

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

If to DCA: Georgia Department of Community Affairs
 Attn: CDBG-DR Program
 60 Executive Park South, NE
 Atlanta, GA 30329
 Kathleen.Tremblay@dca.ga.gov

4. If to the Subrecipient: City of Kingsland
 Attn: Rhonda Gilbert, Grants Consultant
 625 Piping Rock Point
 Lawrenceville, GA 30043
 gilbertassoc@outlook.com

5. The Grantee or the Subrecipient, by appropriate notice, may designate any further or different addresses to which subsequent notices, requests, or communications shall be

sent. Notices sent by mail shall be effective three (3) days after posting and notices sent by a nationally recognized next business day delivery service shall be effective one business day after being sent.

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

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

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

14. Indemnification.

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

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.
16. **Public Records.** The laws of the state of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require records maintained by the Grantee and any other state entity to be made public unless otherwise provided by law.

Exhibit E – Conflict of Interest Prohibition

The following prohibited Conflicts of Interest should be avoided:

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

Such a conflict would arise when:

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

The following summarizes this regulation:

- a. Conflicts prohibited. No persons described in paragraph (b) (below) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG-MIT funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-MIT assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- b. Persons Covered. The conflict of interest provisions of paragraph (a) (above) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any

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designated public agencies, or subrecipients which are receiving or administering CDBG-MIT funds.

- c. Definition of Family or Business Ties. DCA defines the meaning of the term "family or business ties" as follows:
 - Family: "A group of people related by ancestry or marriage; relatives."
 - Business Ties: "A close association or relationship among two or more having an ownership interest or management authority in one or more business entities."
- d. Exceptions: Upon written request, the Grantee may grant an exception to the provisions of paragraph (a) (above), on a case-by-case basis before federal funds are expended. Exceptions can only be granted when the Grantee determines that the exception will serve to further the purposes of the CDBG-MIT Program and the effective and efficient administration of the CDBG-MIT program or project. To seek an exception, a written request for an exception must be submitted by the Subrecipient to DCA which:
 - Fully discloses the conflict or potential conflict of interest, prior to the unit of government undertaking any action which results or may result in a conflict of interest, real or apparent;
 - Describes how the conflict of interest was publicly disclosed;
 - Includes a map showing the location of any target area property owned by the covered official;
 - Includes a written opinion of the local government's attorney that the conflict of interest for which the exception is sought would not violate state or local law; and.
 - Includes a written statement signed by the Chief Elected Official, Authorized Representative, city, or county attorney, or by the official designated by the governing body to sign such statement addressing the factors the Grantee must consider when allowing a prohibited conflict of interest. See item G below for more information on the factors the Grantee must take into account.
- e. Public Disclosure: The request for an exception must include a description of how the conflict of interest was publicly disclosed. The Grantee requires, at a minimum, that the recipient include a complete description of the conflict of interest on the agenda for the public meeting where the conflict of interest will be disclosed, that the agenda be posted/advertised as required by law, that the conflict of interest be fully disclosed at a public meeting, and that the discussion of the conflict of interest be included in the minutes of the meeting. Note that state law requires the agenda to be posted prior to public meetings. The description of the method of disclosure, the public meeting announcement and the minutes of the public meeting must be included with the request for an exception.
- f. Non-Involvement: One factor included in the Grantee's decision to grant a conflict of interest exception is whether or not the involved officials have abstained from involvement with the grant. The request for an exception must include an explanation

of the extent of involvement of covered persons with any votes or discussion of the grant. Officials should abstain from any involvement as soon as any conflict of interest is foreseen.

- g. Potential factors to be considered for exceptions: In determining whether to grant a requested exception after the Subrecipient has satisfactorily met the requirements of paragraph (d) (above), the Grantee will consider the cumulative effect of the following factors, where applicable:
1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 2. Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 3. Whether the affected person has withdrawn from his or her function or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 4. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) (above);
 5. Whether undue hardship will result either to the participating jurisdiction or to the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 6. Any other relevant considerations presented to the Grantee.
- h. Owners and Developers of Housing: No owner, developer or sponsor of a project assisted with CDBG-MIT funds (or officer, employee, agent or consultant of the owner, developer, or sponsor) whether private, for profit or non-profit, may occupy a CDBG-MIT assisted affordable housing unit in a project. Any exceptions must be approved in advance by the Grantee and then only when the local government CDBG-MIT Subrecipient can demonstrate to the Grantee that the exception will serve to further the purposes of the CDBG-MIT program.

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

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

City of Kingsland Award Packet

Final Audit Report

2021-06-01

Created:	2021-05-28
By:	Monique Guilford (Monique.Guilford@dca.ga.gov)
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Document e-signed by G. Christopher Nunn (christopher.nunn@dca.ga.gov)

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Agreement completed.

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Attachment: CDBG-MIT SRA (3558 : Approval Of: CDBG-MIT Subrecipient Agreement)



Adobe Sign