

ORDINANCE NO. 580

ORDINANCE OF THE GOVERNING COUNCIL OF THE CITY OF THOMSON, GEORGIA ENACTING PROVISIONS FOR OUTSIDE CONSUMPTION OF ALCOHOLIC BEVERAGES INSIDE THE CITY LIMITS OF THOMSON FOR CERTAIN DESIGNATED EVENTS, WITHIN CERTAIN DESIGNATED BOUNDRIES, WITHIN CERTAIN DESIGNATED TIMES, AND USE OF CERTAIN DESIGNATED CONTAINERS, AND FOR SUCH OTHER PURPOSES AS MAY BE CONTAINED HEREIN; TO PROVIDE FOR AN EFFECTIVE DATE AND TO REPEAL ANY CONFLICTING ORDINANCES.

THIS ORDINANCE adopted by the City Council of Thomson, Georgia (the "Council").

WHEREAS, under current ordinances of the City of Thomson the consumption of alcohol is prohibited outside of the selling establishment; and

WHEREAS, the Council desires to enact certain provisions of the City of Thomson Code of Ordinances to allow for consumption of alcoholic beverages outside of the selling establishments for specific events and to regulate the sale of same; and

WHEREAS, the Council desires to regulate the area of the City of Thomson wherein consumption of alcoholic beverage may take place, the containers used by sellers for outdoor consumption, and to limit the number of containers to be sold at one time by the sellers;

NOW, THEREFORE, BE IT ORDAINED by the Council, and it is hereby ordained by the authority of the same as follows:

Section 1. Repeal of current Section 3-17 and replacement.

1. Section 3-17 of the Code of City Ordinances of Thomson is hereby repealed in its entirety and replaced by the following:

"Sec. 3-17. – Outside Consumption of Alcoholic Beverages.

1. Prohibition of outdoor consumption of alcoholic beverages.
 - (a) It is prohibited for customers to leave the premises with open alcoholic beverages, and it is the licensee's responsibility to ensure that no open beverages are sold and carried out;
 - (b) It is prohibited for customers to gather outside an alcoholic beverage establishment and consume alcoholic beverages;

(c) It is prohibited for the manager or any employee to allow persons to gather outside an alcoholic beverage establishment and consume alcoholic beverages.

2. Allowance of outdoor consumption of alcoholic beverages.

Paragraph 1 of this ordinance shall not apply in the following instances:

- (a) For events that are sponsored or organized by the City of Thomson or McDuffie County where the alcohol is obtained from a participating business within any city designated area, and is contained in and consumed from an approved, clear plastic container.
- (b) Where the city council through a resolution has permitted otherwise.
- (c) For restaurants that have obtained a valid sidewalk café permit from the McDuffie County Planning Commission and provided that all outdoor activities are contained within the permitted sidewalk café area.
- (d) Beverages for consumption at a publicly owned or privately owned golf course.
- (e) When a temporary limited license has been issued, provided that the person consuming or possessing an alcoholic beverage remains on the licensed premises.
- (f) For a downtown dining district as defined by this chapter.
- (g) Downtown dining district—outside consumption of alcoholic beverages permitted.
 - (1) For the purposes of this chapter only, a downtown dining district is defined as follows: a specifically authorized and pedestrian oriented area of the city as established by resolution of mayor and council that allows those establishments with a valid alcohol license within such area to dispense and/or serve an alcoholic beverage for carry out purposes, provided all other laws, rules and ordinances are followed.
 - (2) Within a downtown dining district, any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a clear plastic cup; provided, however, that no person shall remove more than two (2) such alcoholic beverages from the licensed premises at a time.
 - (3) Within a downtown dining district, no unsealed container in which an alcoholic beverage is carried and consumed shall exceed sixteen (16) fluid ounces in size.
 - (4) It shall be unlawful within a downtown dining district for any person to drink, attempt to drink or possess any alcoholic beverage in an unsealed can, glass or metal container, on the streets, sidewalks, rights-of-way, and/or parking lots, whether public or private. This section shall not prohibit the possession of containers of alcoholic beverages with unbroken seals.
 - (5) No alcoholic beverage purchased pursuant to this provision may be consumed outside of the downtown dining district, or upon any private property, without the express consent of the private property owners.

(6) Unless authorized by mayor and council in the resolution creating the downtown dining district, no alcoholic beverage purchased within the downtown dining district pursuant to this provision shall be consumed within the downtown dining district on the streets, sidewalks, rights-of-way, and/or parking lots, whether public or private, prior to 12:00 p.m. or later than 12:00 a.m.”

Section 2. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances previously adopted by the City Council of Thomson, Georgia which are in conflict with this ordinance are hereby repealed to the extent necessary to eliminate such conflict.

Section 3. Effective Date. This Ordinance shall become effective upon the date of its adoption.

ADOPTED, this 14th day of April, 2022, following approval on a first and second reading.

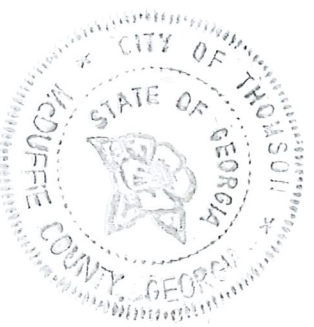
CITY COUNCIL OF THOMSON, GEORGIA

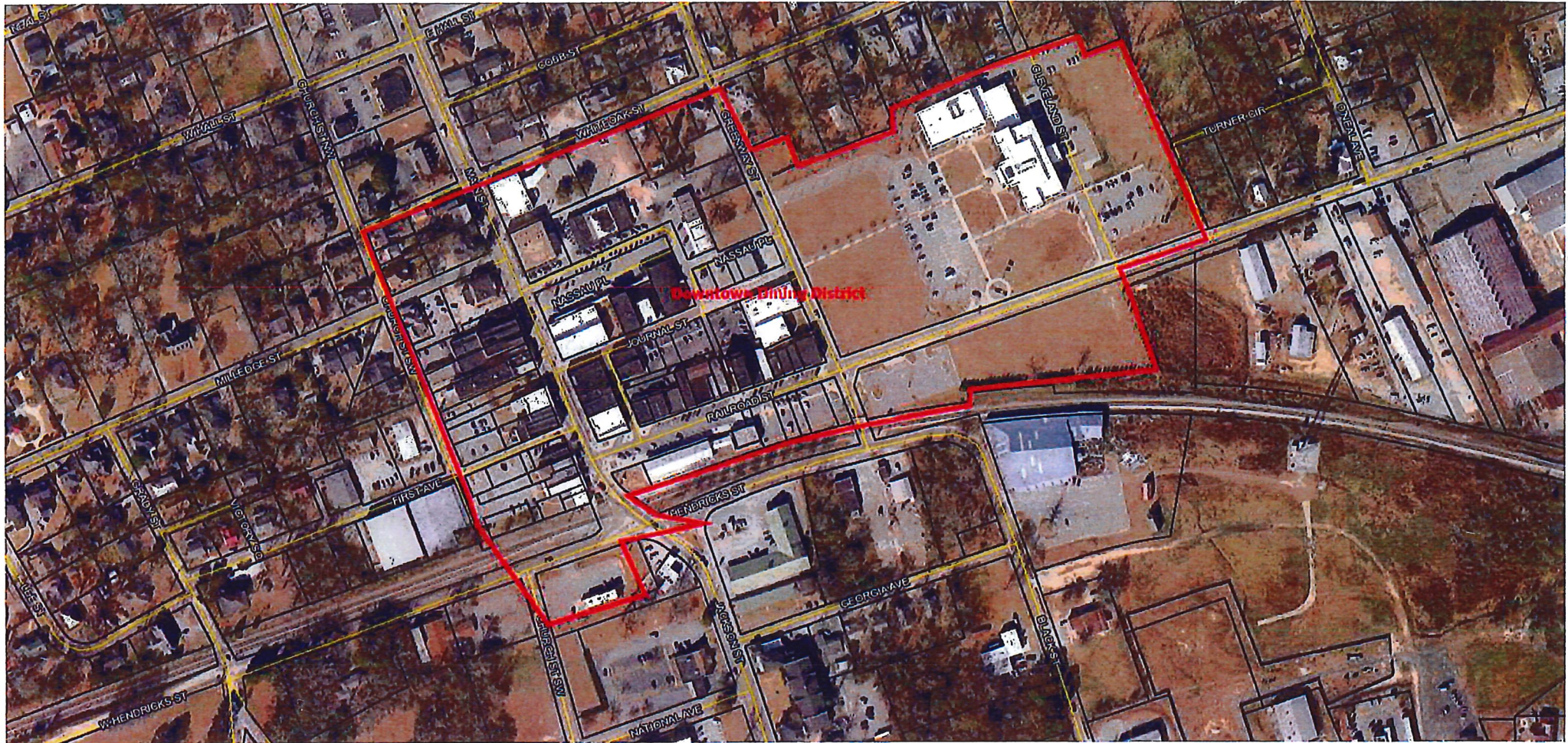
By: 
Kenneth L. Usry, Mayor

Attest: 
Lucretia W. Ferguson, City Clerk
[CITY SEAL]

First Reading March 10, 2022

Second Reading April 14, 2022







Thomson Downtown Dining District



To-Go Beer Cups

Per City of Thomson Ordinance 580, Outdoor Consumption of BEER (not mixed drinks) permitted:

- When an event is Sponsored by or Organized by the City of Thomson or McDuffie County
- In **designated Downtown Dining Area Only** (see map on reverse side); not on private property unless permission is granted (i.e. on restaurant property)
- Between the hours of 12:00 p.m. and 12:00 a.m. only

Sales by Licensed Alcohol Vendor Only

- Beer only (no wine or mixed drinks), sold in clear plastic cups
- Beer Cups may not hold more than 16 ounces
- Patrons may purchase no more than 2 cups of beer at one time

RESOLUTION 04-2022

**CITY OF THOMSON, GEORGIA APPOINTMENT OF VOTING DELEGATE AND
ALTERNATE TO THE MUNICIPAL GAS AUTHORITY OF GEORGIA ELECTION
COMMITTEE**

BE IT RESOLVED by the Mayor and City Council of the City of Thomson that Rodney Dunaway is hereby appointed to serve as this City's voting delegate on the Municipal Gas Authority of Georgia's Election Committee, with authority to cast all votes to which this city is entitled. Kenneth Usry is appointed as alternate voting delegate.

This 14th day of April, 2022.

CITY OF THOMSON

Mayor Kenneth L. Usry

Councilmember John Smalley

Councilmember Keryl Corley

ATTEST:

City Clerk Lucretia W. Ferguson



RESOLUTION 05-2022
OF CITY OF THOMSON FOR FY 2022 APPLICATION
COMMUNITY DEVELOPMENT BLOCK GRANT

WHEREAS, the governing body of the City of Thomson authorizes the filing of a Community Development Block Grant (CDBG) application to the Georgia Department of Community Affairs (DCA), including all understandings and assurances contained therein;

WHEREAS, the City of Thomson provided citizens an adequate opportunity to participate in the development of the application by holding at least one public hearing in the locality before submission of the application;

WHEREAS, the City of Thomson maintains files that contain documentary evidence that the hearing was held. The evidence includes a copy of the actual notice of public hearing;

WHEREAS, the citizen participation process meets the requirements of the Georgia DCA Citizen Participation Plan as outlined in the DCA CDBG regulations;

WHEREAS, the City of Thomson is committed to the Revitalization of the Sills Branch Neighborhood;

WHEREAS, the Georgia Small Cities Grant Program of the Department of Community Affairs provides Community Development Block Grant (CDBG) funds for these objectives;

WHEREAS, the City of Thomson has documented the need to rehabilitate the infrastructure and housing in the neighborhood; and

BE IT RESOLVED that the City of Thomson commits to contribute cash match and leverage funds necessary for said project.

BE IT FURTHER RESOLVED that the Mayor of the City of Thomson, is authorized and directed to act as the official representative of the City of Thomson in connection with the application.

THEREFORE BE IT RESOLVED, the Mayor and Council of the City of Thomson do hereby authorize the filing of a CDBG to the Georgia DCA, before the deadline of June 3, 2022.

This 14th day of April, 2022.

Signed: _____

Kenneth L. Usry, Mayor, City of Thomson

Attested: _____

Lucretia W. Ferguson, City Clerk



Seal

**SHORT FORM OF AGREEMENT
BETWEEN CITY OF THOMSON, GEORGIA AND
CIVIL DESIGN SOLUTIONS, LLC FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of upon award of the 2022 ("Effective Date") between

City of Thomson ("Owner")

and Civil Design Solutions ("Engineer")

Engineer agrees to provide the services described below to Owner for FY2022 CDBG PROJECT ("Project").

Description of Engineer's Services: _____

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

- 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become

due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum Amount for Design Phase Services of \$ 9% of Estimated Construction Cost
- 2 A Lump Sum Amount for Construction Phase Services of \$ 3% of Estimated Construction Cost

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 3 years. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: The City of Thomson

ENGINEER: Civil Design Solutions

By:

By:

Title:

Title:

Date Signed: April 14, 2022

Date Signed: _____

License or Certificate No. and State _____

Address for giving notices:

Address for giving notices:

Post Office Box 1017
210 Railroad Street
Thomson, Ga 30824

P.O. Box 603
371 Main Street
Warrenton, Georgia 30828



It is the policy of the City of Thomson, Georgia to comply fully with all federal, state, and local nondiscrimination laws and to operate in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. Specifically, the City of Thomson, Georgia shall not on account of race, color, sex, religion, national origin, family status, disability or age deny any family or individual the opportunity to apply for or receive assistance under the City's Community Development Block Grant Program.

Section 1: Introduction

1. Program Goal & Objectives
 - a. *Goal:* Improve the quality of life and housing conditions for the residents of the predominately low-income neighborhoods.
 - b. *Objectives:*
 - i. Improve housing conditions for low income homeowners while maintaining character and strong homeowner pride in the neighborhood.
 - ii. Maintain and encourage income diversity within the City of Thomson's residential neighborhoods.
2. Identification of Project Area
 - a. Sills Branch located in the Sills Branch Neighborhood
 - b. See attached map of the original 2020 and 2021 Community Development Block Grant (CDBG) Application Project Area depicting the designated project area boundaries. All project activity will occur within the project area boundaries.
3. Source(s) of Funding
 - a. The CDBG program, as administered by the Georgia Department of Community Affairs (DCA), will be the primary source of funding for this project.
 - b. Additional funding will be provided through homeowner participation determined by a tiered system based on income.
 - i. Households with incomes between 0-30 percent of AMI will contribute \$500.00;
 - ii. Households with incomes between 31-50 percent of AMI will contribute \$750.00;
 - iii. Households with incomes between 51-80 percent of AMI will contribute \$1,000.00;
 - c. Temporary relocation expenses are not allowed under this program
 - d. All costs associated with lead hazard control activities are excluded from the homeowner participation calculations.

Section 2: Program Staff Roles, Responsibilities, and Qualifications

1. *Program Clerk: The City of Thomson City Administrator*
 - a. Duties
 - Policies & procedures adoption
 - Homeowner income qualification assistance
 - Property ownership verification assistance
2. *Program Manager/Grant Administrator: Central Savannah River Area Regional Commission (CSRARC)*
 - a. Duties

- Environmental Clearance
 - Public Hearings associated with the grant
 - Policies & procedures facilitation/development
 - Completion of all Federal and State reporting requirements.
 - Verification of all Homeowner Applications for completeness.
 - Procurement for qualified Contractors to preform rehabilitation work.
 - Preparation of all bid documents associate with the program.
 - Conduct bid openings.
 - Assist homeowner and City with bid award.
 - Hold preconstruction conference with the City, homeowner and contractor.
 - Attend contractor walk thru and all inspections as required.
 - Ensure all paperwork required for each housing project is completed to include a contractor affidavit warranty and release of liens form along with a certificate of completion, all subcontractor's release of liens form and a signed witnessed and notarized homeowner satisfaction statement.
 - Prepare drawdowns for funds.
 - Compliance with all laws with regard to historic preservation, lead paint hazards subject to 24 CFR 35 and asbestos hazards.
 - The RC, its officers, agents, employees, and subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the State of Georgia, and the applicable rules and regulations of the agencies of the United States and the State of Georgia. The RC will adhere to all requirements referenced in the DCA Applicants' and Recipients' manuals as well as other directives issued by the DCA.
 - Other duties and responsibilities as may be required in the professional performance of this position.
3. *Rehab Advisor*
- a. Duties
- Under the general direction of the Program Manager/Grant Administrator or other appropriate local governmental office, perform detailed inspection of residential structures so as to determine current conditions as related to locally defined Minimum Property Standards (MPS) and the Current Mandatory Codes Adopted by the State of Georgia for Construction as listed in Section 17.
 - Ascertain soundness of structure, health and sanitation conditions, level of weatherization, and general environmental circumstances correlated to number of occupants and living conditions.
 - Determine appropriate needed repairs, develop realistic cost estimates including appropriate specifications, amount of materials required, methodology of material application, and appropriate time to complete project.
 - Using the aforementioned data, create suitable Work Write-Up and Scope of Work using the DCA CD "Understanding and Creating a Work Write-Up."
 - Read, interpret, and comply with Blueprints; dimensions; specifications; "cut-sheets"; window, door, and finish schedules; detail and diagrammatic drawings.

- Conduct pre-bid walk through with qualified contractors, City inspector, homeowner and Program Manager.
- Perform contractor pay request inspections at 50 percent and 100 percent to ensure completion of work and approve for payment. The 50 percent payment will not be made unless accompanied by a completed inspection form and a signed and notarized homeowner satisfaction statement. The 100 percent payment will not be made unless accompanied by a completed inspection form, sign-off by all appropriate inspectors, contractor affidavit warranty and release of liens form, subcontractor's release of lien form and a signed and notarized homeowner satisfaction statement. Note: It is the responsibility of the Program Manager to obtain the homeowner satisfaction statement and all contractor and subcontractors affidavits.
- Perform additional inspections as required.
- Must review and approve all change orders along with the homeowner and the Program Manager.
- Other duties and responsibilities as may be required in the professional performance of this position.
- Knowledge of general and accepted residential construction practices including accepted Rehabilitation practices and procedures.
- Knowledge of construction and labor cost, as well as, general contractor cost overheads and profit margins in local area.
- Knowledge and awareness of Lead Based Paint laws and regulations as well as Asbestos abatement policies and convention.
- The ability to professionally communicate with building contractors, material suppliers, homeowners, and local governmental officials and building inspectors.
- Minimum three years' experience in residential or general construction.
- Must be a licensed and accredited home inspector by the International Association of Certified Home Inspectors, Inc. or similar organization.
- Minimum three years' experience as a Home Inspector.

Section 3: Financial Plan and Owner Participation

1. Required homeowner contribution based on Department of Housing and Urban Development (HUD) income limits is as follows:
 - a. Additional funding will be provided through homeowner participation determined by a tiered system based on income.
 - i. with incomes between 0-30 percent of AMI will contribute \$500.00;
 - ii. Households with incomes between 31-50 percent of AMI will contribute \$750.00;
 - iii. Households with incomes between 51-80 percent of AMI will contribute \$1,000.00;
2. Rehabilitation of owner-occupied houses will be undertaken through the use of a Deferred Payment Loan (DPL). The DPL will be forgiven based on the financial plan listed below and with the condition that the homeowner does not transfer ownership of the assisted property and it remains the DPL recipient's primary residence.

3. Rehabilitation or reconstruction of owner-occupied houses will be in the form of zero percent (0 percent) forgivable DPL to eligible applicants for the length of affordability.
 - a. CDBG program periods of affordability
 - i. Less than 14,999 5 years
 - ii. \$15,000 - \$40,000 10 years
 - iii. More than \$40,000 15 years
 - b. The five (5) year Period of Affordability provides that if a CDBG-funded house is sold or otherwise does not meet program requirements in:
 - i. Year 1, 100 percent of the CDBG funds will be recaptured;
 - ii. Year 2, 80 percent of the CDBG funds will be recaptured;
 - iii. Year 3, 60 percent of the CDBG funds will be recaptured;
 - iv. Year 4, 40 percent of the CDBG funds will be recaptured;
 - v. Year 5, 20 percent of the CDBG funds will be recaptured;
 - c. The ten (10) year Period of Affordability provides that if a CDBG-funded house is sold or otherwise does not meet program requirements in:
 - i. Year 1, 100 percent of the CDBG funds will be recaptured;
 - ii. Year 2, 90 percent of the CDBG funds will be recaptured;
 - iii. Year 3, 80 percent of the CDBG funds will be recaptured;
 - iv. Year 4, 70 percent of the CDBG funds will be recaptured;
 - v. Year 5, 60 percent of the CDBG funds will be recaptured;
 - vi. Year 6, 50 percent of the CDBG funds will be recaptured;
 - vii. Year 7, 40 percent of the CDBG funds will be recaptured;
 - viii. Year 8, 30 percent of the CDBG funds will be recaptured;
 - ix. Year 9, 20 percent of the CDBG funds will be recaptured;
 - x. Year 10, 10 percent of the CDBG funds will be recaptured.
 - d. The fifteen (15) year Period of Affordability provides that if a CDBG-funded house is sold or otherwise does not meet program requirements in:
 - i. Year 1, 100 percent of the CDBG funds will be recaptured;
 - ii. Year 2, 100 percent of the CDBG funds will be recaptured;
 - iii. Year 3, 100 percent of the CDBG funds will be recaptured;
 - iv. Year 4, 100 percent of the CDBG funds will be recaptured;
 - v. Year 5, 100 percent of the CDBG funds will be recaptured;
 - vi. Year 6, 100 percent of the CDBG funds will be recaptured.
 - vii. Year 7, 90 percent of the CDBG funds will be recaptured;
 - viii. Year 8, 80 percent of the CDBG funds will be recaptured;
 - ix. Year 9, 70 percent of the CDBG funds will be recaptured;
 - x. Year 10, 60 percent of the CDBG funds will be recaptured;
 - xi. Year 11, 50 percent of the CDBG funds will be recaptured;
 - xii. Year 12, 40 percent of the CDBG funds will be recaptured;
 - xiii. Year 13, 30 percent of the CDBG funds will be recaptured;
 - xiv. Year 14, 20 percent of the CDBG funds will be recaptured;
 - xv. Year 15, 10 percent of the CDBG funds will be recaptured;

4. The term of the lien shall be for a period of affordability listed above from the date of project completion. Unless prepaid or foreclosure action has been commenced, this lien shall be satisfied and be released by the Grantor on that day.
5. If the real estate hereinafter described is sold, transferred or otherwise conveyed, voluntarily or involuntarily, either while the homeowner is living or by reason of death of the homeowner, within the period of affordability, the homeowner shall repay to the grantor a sum equal to the sliding scale amount of the grant as set forth above. An exception of repayment may be made in the event that homeowner(s)'s death occurs prior to the expiration date of the DPL. Repayment may not be required provided :
 - a. The heirs retain title to the property for personal use as primary residence
 - b. The property is used for rental purposes if the property is rented to persons of low and moderate income in accordance Fair Market Rents established by HUD with the governing body's policies. This exception will be on a case-by-case basis and with the approval of the DCA.
 - c. The sale of the home triggers the DPL recapture clause as stated in the Deed to Secure Debt and the City of Thomson's Program Policies and Procedures. Recapture payment is due at sale closing.
6. Low/moderate income is determined by the HUD. These policies determine the basis for affordable rent for low/moderate income renters. A Rent Regulatory Agreement must be agreed to and executed prior to tenant occupancy. After the expiration of the DPL, the requirements for primary residence and rental to low/moderate income persons no longer apply.
7. The homeowner will be required to pay their portion of construction cost up front.
8. Lead Hazard Reduction Assistance—Rehabilitation of all housing constructed prior to 1978 is subject to 24 CFR 35. CDBG funds will be available for lead based paint hazard control activities in the form of direct grants to homeowners.

Section 4: Applicant Eligibility and Application Procedure

1. Applicant Eligibility
 - a. Participation in the CDBG Program will be based on the income limits established by HUD. Applicants must have an annual gross household income of less than 80 percent of the Area Median Income (AMI) per family size.
 - b. Household income is defined as the total amount of income derived from all individuals over the age of 18 regardless of relationship using *HUD's Technical Guide for Determining Income and Allowances for the HOME Program*. Income will be defined on a per household basis for all persons, with the exception of minor children, who reside in the unit on a permanent basis. Applicants will be asked to prove each source of income listed on their application through assisting in obtaining third party verification or through submitting a certified copy of their latest tax information.
 - c. Income limits are set by HUD and are subject to change on an annual basis based on the latest HUD published data. Therefore, the latest data will be attached to this document and represent the maximum amounts of gross family income allowed per family size for a rehabilitation grant. Questions concerning income calculations should be directed to the Program Manager.

- d. Participation is restricted to owner-occupied, residential dwellings in the designated program area. These units have been identified and are noted in the CDBG application.
- e. Applicants must provide detailed financial and property ownership records to allow evaluation of their status as low- and moderate-income households.
- f. Applicant must comply with Georgia Senate Bill 160 which states that to receive public benefit applicants must be in the United States legally and prove be one of the following:
 - i. United States citizen
 - ii. Legal permanent resident of the United States
 - iii. Qualified alien or non-immigrant under the Federal Immigration and nationality act with an alien number issued by the Department of Homeland Security or other Federal immigration agency.

All applicants must provide documentation to meet one of the three categories above along with a signed Declaration of Citizenship Form for each member of the household.

- g. Applicants must allow an inspection of their property to determine need and feasibility of rehab work and be present during the inspection of their property.
 - h. Rental property is not eligible for assistance under this program.
2. Conflict(s) of Interest:
- a. Elected or appointed officials of the City of Thomson or their relatives are expressly ineligible for housing rehabilitation assistance.
 - b. Persons employed by the City of Thomson are expressly ineligible for the housing rehabilitation assistance if they have any direct relationship to implementation of CDBG program activities.
 - i. Persons employed by the City of Thomson must file a disclosure of interest to be eligible for program participation.
 - ii. The Program Manager will assist any employee with the correct filing of a conflict of interest disclosure.
 - iii. An exception to the Conflict of Interest must follow the DCA FY 2020 and 2021 CDBG Recipients' Manual policy found on pages 12-14 of said manual.
 - iv. A Conflict of Interest Certification must accompany each completed DPL assistance application.
3. Application Procedure:
- a. Units that were identified in the CDBG application will have first priority for grant funds.
 - b. All homeowners identified in the CDBG application will be mailed a packet which includes a full application along with a letter listing all documentation necessary to complete the application process and a copy of the Program Policy and Procedures.
 - c. Prioritization will be on a first come first served basis.
 - d. If a homeowner who has been approved in the awarded CDBG application is deemed ineligible or requests not to participate in the program, new applicants will be recruited. New applicants will be solicited through individual letters to owner-occupied residents in the approved target area. Participation will be on a first-come first-serve basis for new applicants. New applicants will be required to complete the application form and submit all necessary documentation.
 - i. *DCA approval is required for any property not in the original application.*

- e. The Program Manager shall deem the application complete.
- f. Once an application is marked complete the Program Manager will obtain approval to move forward by presenting the completed application to the City of Thomson's Community Development Director. The City of Thomson's Community Development Director, will then, using the "Guidelines," decide on the eligibility of the applicant.
- g. The Program Manager shall notify the applicant and proceed with the remainder of the functions in order to complete the rehabilitation work.
- h. If the City of Thomson's Community Development Director determines that an application for a grant cannot be approved, the Program Manager shall send a written statement of the reasons for the determination to the applicant.
- i. Grant cancellation:
 - i. An approved rehabilitation DPL may need to be canceled because the applicant has requested cancellation or is unwilling or unable to participate in the rehabilitation program, or for other reasons. To cancel an approved rehabilitation DPL, the Program Manager shall prepare a letter outlining the reasons for canceling the grant and distribute the letter as follows:
 - 1. Original to applicant.
 - 2. One copy to the administrative file.
 - ii. If a homeowner request cancellation of an approved rehabilitation DPL, the homeowner must reimburse the city for any cost incurred for the title search, work write-up, lead testing, and asbestos testing.
- j. Appeal Procedure:
 - i. Any person aggrieved by a decision by the Program Manager and/or City, relating to grant approval, grant cancellation, determination of grant amount, or concerning acquisition and relocation procedures implemented by the governing body, may appeal said decision by filing a written appeal to said City within 30 days of receiving notice of the City's decision. The City shall hold a public hearing after due notice to the appellant within 30 days of filing said notice of appeal. The City may affirm or reverse or modify its decision and notify the appellant in writing of its decision and the reasons therefore. After the public hearing, the City's decision shall be final, subject to approval of the Thomson City Council.
 - ii. Any person aggrieved by the decision of the Program Manager and/or City may appeal to the DCA, in writing, at any time.
- 4. Intake of Applications:
 - a. All homeowners identified in the CDBG application will be mailed a packet which includes a full application along with a letter listing all documentation necessary to complete the application process and a copy of the Program Policy and Procedures.
 - b. If a homeowner who has been approved in the awarded CDBG application is deemed ineligible or requests not to participate in the program, new applicants will be recruited. New applicants will be solicited through individual letters to owner-occupied residents in the approved target area. Participation will be on a first-come first-serve basis for new applicants.
 - i. *DCA approval is required for any property not in the original application.*

- c. New applicants will be required to complete all the necessary information in the application package within 15 days. If the application is not completed after 15 days, it will be denied.
- d. An application will not be considered complete if:
 - i. The application form is not fully completed and signed.
 - ii. There is no copy of the warranty deed or other legal documentation showing ownership.
 - iii. The Income Verification Form is not completed and signed.
 - iv. Assets and Mortgage Verification Form are not completed and signed.
 - v. No Proof of Hazard Insurance.
 - vi. There is no proof property taxes for the City are currently paid.
 - vii. Conflict of Interest statement is not completed or signed.
 - viii. If there is no signed Declaration of Citizenship Form for each member of the household.
- e. Income and Ownership Verification:
 - i. Applicants must provide detailed financial records of their household income. They must also submit a copy of the warranty deed or other legal document(s) showing ownership of the property. They must provide proof that most recent property taxes and hazard insurance have been paid. Applicants must sign a release of information form for third party verification.
- f. Verification of income will be based on the following documentation:
 - i. Previous Year's Income Tax Return (1040)
 - ii. Salary Pay Stub
 - iii. Previous Year's W-2 Form(s)
 - iv. Pension, Disability, Social Security or Social Services Benefits
 - v. Current Dated Balance Sheet and Statement of Operations
 - vi. Separation or Divorce Settlement Statement
 - vii. Three months of latest bank statements (checking and savings)
 - viii. Verifying Other Income
 - 1. Wages, salaries, tips, etc.
 - 2. Overtime/bonus pay
 - 3. Raises/COLAs
 - 4. Taxable interest
 - 5. Ordinary dividends
 - 6. Taxable refunds, credits, or offsets of state and local income taxes
 - 7. Alimony received
 - 8. Business income or (loss)
 - 9. Capital gain or (loss)
 - 10. Other gains or (losses)
 - 11. Taxable amount of IRA distributions
 - 12. Taxable amount of Pensions and annuities
 - 13. Rentals, real estate, royalties, partnerships, S corporations, trusts, etc.
 - 14. Farm income or (loss)
 - 15. Unemployment compensation
 - 16. Taxable amount of Social security benefits
 - 17. Other income (if any)
- g. One of the following methods will be used to verify ownership:

- i. Secure a 'Certificate of Title Examination' from an attorney.
- ii. Secure a "fee simple" certification from an attorney without researching title objections to the property.
- iii. "In-house verification of "Fee Simple" ownership by staff person certifying:
 1. Date of Search
 2. Deed Book and Page number of Warranty Deed examined
 3. "Fee Simple" of ownership (4) Certificate of current ownership.
- iv. Secure a certified statement from the community Tax Assessor confirming present ownership.
- v. The Program Manager will verify all bank accounts, including checking and savings, and any outstanding mortgage through third party verification.
- vi. If a housing unit was built before 1978, the homeowner will be notified about lead-based paint hazards. Applicants will receive a copy of the Watch Out for Lead-based Paint Poisoning Form" and given a copy of a book entitled "Protect Your Family from Lead in Your Home. Applicants must certify that they have received this information.

5. Prioritization Policy

- a. Prioritization for processing and funding for rehabilitation assistance will be made initially based on the total number of eligible criteria outlines in Section 4, Part 3(c). The households included in the original CDBG application will be given 30 days to submit income qualification and ownership verification documentation, as listed above, to the City and/or Program Manager. Based on the submitted information, a list of qualifying households will be established and initial inspections will be scheduled. Homeowner must be present at the initial inspection. Following the initial inspection and cost estimation process, a total budget and individual housing unit rehabilitation budgets will be finalized. Should there exist remaining CDBG funds at this point, the City will open up the application process to other interested and qualified households within the project area. A waiting list for housing rehabilitation assistance will be created and maintained by the City for potential future grant opportunities.

Section 5: Initial Inspection, Work Write-Up, and Feasibility Test

The process for determining feasibility of a housing unit's inclusion in the Sills Branch Neighborhood CDBG Housing Rehabilitation Project will be done in three main steps: Initial Inspection, Work Write-Up, and Rehabilitation Feasibility Test.

1. Initial Inspection
 - a. A completed application will trigger the inspection process. A preliminary walkthrough will be made to determine if MPS violations are present.
 - b. A full inspection and work write-up will then be prepared with a cost estimate.
 - c. If the housing unit was constructed prior to 1978, an inspection and appropriate testing for the presence of lead based paint will be conducted, followed by preparation of a lead hazard control plan should lead based paint be present in the structure.
2. Work Write-Up

- a. If the cost estimate of the work write-up is above 20 percent of the allocated budget for the unit included in the original CDBG application, it must be submitted to the DCA for review along with a letter detailing the reason(s) for the cost exception and proposed method for financing the difference.
3. Rehabilitation Feasibility Test
 - a. An economical and structural test will be performed by the Rehab Advisor and reviewed by the Program Manager on each housing unit to determine if it is cost feasible for rehabilitation by application of the DCA Rehabilitation Feasibility Test Form. Should a property be deemed not feasible for rehabilitation (classified as Dilapidated; see Section 11 for definitions), it will be removed from the list of eligible units for this project.
4. General Property Improvements
 - a. Under this program no CDBG funds can be used for General Property Improvements (GPI).
 - b. The City of Thomson will only allow a maximum of 30 percent of other or leveraged funds to be used for general property improvements. GPIs are items which are not necessarily needed in order to bring the housing unit in compliance with minimum code standards but are work items requested by the homeowner in order to improve the property to a higher standard. These include upgrades and extras which may be requested above the minimums necessary to meet code and standard requirements, but do not include items needed to meet minimal handicapped accessibility needs.

Section 6: Temporary Relocation

1. Temporary relocation assistance is not provided as part of this program.

Section 7: Lead-Based Paint

1. Lead based paint testing will be performed in all houses slated for rehabilitation constructed prior to 1978. All lead based paint testing must be performed by a Georgia Certified Lead-Based Paint Inspection Firm. The inspection shall be coordinated with the homeowner. If testing is performed and lead-based paint is found in the home, a Georgia Certified Lead-Based Paint Risk Assessor must complete a risk assessment with lead hazard controls. This assessment will be included with the work-write-up.
 - a. Testing of paint surfaces shall be in compliance with HUD lead-based paint regulations (24 CFR, Parts 35 and 570).
 - b. The dwelling unit shall be in compliance with HUD Lead-Based Paint regulations, 24 CFR, Part 35 and 570 (Subpart "J") issued pursuant to the Lead-Based Paint Poisoning Act, #2 U.S.C. 4801, and the City shall provide a certification that the dwelling is in accordance with such HUD Regulations.
 - c. If the property was constructed prior to 1978, the occupants of the unit shall be provided with the notice required by HUD Lead-Based Paint regulations and procedures regarding the hazards of lead-based paint poisoning, the symptoms and treatment of lead poisoning and the precautions to be taken against lead poisoning.
2. If dwelling is constructed prior to 1978, appropriate lead evaluation and hazard control will be undertaken as required by HUD Lead Safe Housing Rule, 24 CFR 35.

3. Any contractor performing lead hazard control work must be certified under the EPA Lead Based Paint Renovation Repair and Painting Rule as a Lead Renovator.

Section 8: Historic Preservation

1. All properties over 50 years in age are subject to Section 106 of the National Historic Preservation Act. This act requires CDBG recipients and other federal programs to consider the possible effects of 'federal programs' on historic buildings and neighborhoods, including archeological resources. Regulations implementing Section 106 are issued by the Advisory Council on Historic Preservation, and, in Georgia, the Department of Natural Resources, Historic Preservation Division (DNR/HPD) is the designated State Historic Preservation Office (SHPO).
2. No housing activities may be undertaken on a property over 50 years of age without first consulting with the Georgia DNR office.
3. The City of Thomson and the Program Manager will ensure that all activities involving a historic property will be followed based on the programmatic agreement found in the Georgia Department of Community Affairs CDBG Manual.

Section 9: Citizen Homeowner Arbitration

1. Appeal Procedures:
 - a. Any homeowner aggrieved by a decision by the City and/or Program Manager, relating to grant approval, grant cancellation, determination of grant amount, or concerning acquisition and relocation procedures implemented by the governing body, may appeal said decision by filing a written appeal to said City within thirty (30) days of receiving notice of the City's decision. The City shall hold a public hearing after due notice to the appellant within thirty (30) days of filing said notice of appeal. The City may affirm or reverse or modify its decision and notify the appellant in writing of its decision and the reasons therefore. After the public hearing, the City's decision shall be final, subject to approval of the Thomson City Council.
 - b. Any disputes between the homeowner and contractor will be mediated by the City. Should the problem remain unresolved, an arbitration panel consisting of the Mayor or his designee, Rehab Advisor, Program Manager, and City Building Official, The arbitration panel will meet with the homeowner and contractor to resolve the issue. It is intended that the majority opinion of this panel shall be binding upon all parties.
 - c. Time Limit for Initiating Appeals. The City may set a reasonable time limit for filing grievances and appeals. The City will not consider any appeal for rehabilitation work which meets the following criteria:
 - i. Where the homeowner satisfaction statement was signed more than one year before the grievance process is initiated.
 - ii. The homeowner has not documented efforts to have the contractor return to resolve the matter within the one-year period after the satisfaction statement was signed.
 1. All other requests concerning completion of the contract requirements by the contractor will follow the procedures outline Sections 13, 14, and 15 of this document, even in cases where a homeowner satisfaction statement has been signed.

- iii. Right to Representation: A person has a right to be represented by legal counsel or other representative in connection with his or her appeal, but solely at the person's own expense.
- iv. Right to Files by Persons Making Appeals: The City will permit a person to inspect and copy all materials pertinent to her or his appeal, except materials that are classified as confidential. The City may, however, impose reasonable conditions on the person's right to inspect, which are consistent with applicable laws, such as the cost of copying materials.
- v. Scope of Review of Appeal: In deciding an appeal from the arbitration panel, the City Council shall consider all pertinent justification and other material submitted by the person all other available information that is needed to ensure a fair and full determination of the appeal.
- vi. A homeowner can submit a grievance in writing to the DCA at any time.

Section 10: Applicants/Contractors Terms and Conditions

- 1. Contract
 - a. The construction contract will be executed between the homeowner and the contractor.
- 2. Contract Clauses
 - a. See Attachments for a chart depicting the various clauses for inclusion in specific contracts utilizing CDBG funding, as well as sample language. The Section 3 Clause (referencing Section 3 of the Urban Development Act of 1968) and Provision for Remedies Clause are required for all contracts.
- 3. Federal/State Requirements
 - a. The City of Thomson will comply with all federal and state requirements associated with CDBG funding during the implementation of the Sills Branch Neighborhood CDBG Housing Rehabilitation Project. Compliance measures include, but are not limited to, the following categories:
 - i. HUD National Objective
 - ii. Procurement
 - iii. Permitting
 - iv. Public participation
 - v. Environmental review/National Environmental Policy Act (NEPA)
 - vi. Lead-based paint testing and hazard controls as outlined in Housing and Urban Development Act of 1968, HUD 24 CFR Part 35 and EPA 40 CFR Part 745
 - vii. Conflict of interest
 - viii. Construction contract and bid document specifications
 - ix. Uniform Relocation Act Section 104d
 - x. National Historic Preservation Act of 1966, and in accordance to DNR/HPD 35 CFR Part 800, Section 106
 - xi. Housing and Urban Development Act of 1968 Section 3 24 CFR 135
- 4. Americans with Disabilities Act (ADA)
 - a. Federal laws define a person with a disability as "Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment." In general, a physical or mental

impairment includes hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex, and mental retardation that substantially limits one or more major life activities. Major life activities include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself. In most cases, the ADA does not apply to private residential housing. However, the City of Thomson hereby commits to make reasonable accommodations for persons with disabilities in the implementation of the Sills Branch Neighborhood CDBG Housing Rehabilitation Project. A reasonable accommodation is a change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit.

Section 11: Definitions of Housing Units

1. A housing unit is determined to be in standard condition if the structural/mechanical conditions of the unit comply with the State of Georgia Housing Code and/or, at a minimum, the Housing Quality Standards of the Section 8 Housing Assistance Payments Program.
2. A housing unit is determined to be in Substandard Condition Suitable for Rehabilitation if the structural/mechanical conditions of the dwelling unit do not comply with the State of Georgia Housing Code and/or, at a minimum, the Housing Quality Standards of the Section 8 Housing Assistance Payments Program. However, the dwelling unit is determined to be "structurally and financially feasible for rehabilitation" according to the Rehabilitation Feasibility Test.
3. A housing unit is determined to be dilapidated if the unit does not meet the "Structural and/or Financial Feasibility" criteria of the Rehabilitation Feasibility Test.

Section 12: Contractor Qualifications and Selection

1. The Program Manager will develop a qualified contractor list containing the names of all contractors meeting the eligibility requirements. The Program Manager will solicit new contractors by advertisement or newspaper twice per year and/or through other methods. Minority and female owned contractors will be solicited directly.
2. Application Procedure: All general contractors licensed by the State of Georgia are eligible to participate in the rehab program. The contractor must submit the following documentation to be approved as a certified contractor with the City of Thomson:
 - a. Complete a Contractor Application Form
 - b. Contractor must submit a copy of Georgia State Residential Contractor License
 - c. Contractor must be bonded
 - d. Copy of business license
 - e. Credit report
 - f. Copy of worker compensation insurance
 - g. Copy of General Liability Insurance Policy and Builder Risk Insurance Policy.
 - h. The contractor must provide documentation that they are in compliance with the GA Security & Immigration Compliance Act E-Verify & SAVE Program.
 - i. The contractor must be registered on the System for Award Management (SAM) for the Official U.S. Government system for Contractors. The website is www.sam.gov.
 - j. If undertaking lead hazard control activities, the contractor must be certified under the EPA Lead Based Paint Renovation Repair and Painting Rule.

- k. Must be licensed by the State if undertaking electrical, HVAC, or plumbing work.
 - l. Three references from previous jobs.
 - m. List of certified subcontractors and material suppliers.
 - n. All subcontractors must be registered at E-verify and SAM.
 - o. Contractors cannot be on the HUD debarment list.
3. Contractors must comply with the following conditions:
- a. The contractor's work will be performed by state licensed contractors in accordance with the program specifications, the Statewide Uniform Construction Codes, applicable Federal Regulations and the Building/Housing codes adopted by the community.
 - b. The contractor's work will be subject to the inspection by the local government and its designee, HUD and DCA.
 - c. The contractor will abide by the Equal Employment Opportunity provisions of the Civil Right Act and other applicable regulations listed in the construction contracts.
 - d. The contractor will comply with the City of Thomson's Section 3 Outreach Plan. A copy of the Section 3 Outreach Plan and Brochures will be attached along with the DCA's Section 3 Reporting form to all bids and awarded contracts. This applies only to contracts over \$100,000.
 - e. Any contractor undertaking lead hazard control activities, must be certified under the EPA Lead Based Paint Renovation Repair and Painting Rule.
 - f. The contractor must warranty all work performed for one year.
 - g. The contractor must supply homeowner with all additional warranties as it applies to appliances, HVAC, or other items.
4. Non-performing Contractors
- a. Contractors who consistently exhibit poor workmanship or do not return to complete contract requirements will be eliminated from the contractor list.
 - b. Contractors who do not completed their contracts within an allotted time period will not be eligible to submit bids for additional projects until they are in compliance within the appropriate contract time period.
 - c. Contractors that do not honor the warranty provisions of their contract will be eliminated from the contractor list.
 - d. Based upon the severity of any breach of contract, the City will take appropriate legal action or attempt to mediate contract disputes as is deemed appropriate by the City.
 - e. Contractors who do not respond to two or more bid request will be removed from the eligible contractors list.
5. Contractor Selection
- a. Contractors will be asked to submit an itemized bid containing a firm amount for each item on the work write-up. The City will receive sealed bids at a specified date and time.
 - b. Late bids will not be accepted.
 - c. Contractors selected by the City will be awarded bids as follows:
 - i. If more than one bid is received, the lowest responsible and responsive bid will receive the contract award. Responsible bid is defined as 10 percent, above or below, the Rehab Advisor's cost estimate.
 - ii. If all received bids are outside the 10 percent of Rehab Advisor's estimate, the City will negotiate the contract with the lowest responsible bid.

- iii. Where one bid is received, the bid must be 10 percent, above or below, the Rehab Advisor's cost estimate. Sole source approval must be at the homeowner's request. Any additional cost in excess of the 10 percent above the Rehab Advisor's estimate must be the burden by the homeowner.
- iv. If the homeowner should choose to use a contractor that is not determined to be the most advantageous to the program by the Rehab Advisor because of a high bid, the may pay the difference to the contractor of their choosing. The contractor must meet all CDBG contractor qualifications.
- d. If one contractor receives a larger number of contracts than the contractor can complete within a reasonable period of time, based upon the above criteria, then the City retains the option to eliminate a bid for any a particular property and reconsider the remaining bids in accordance with the above listed rules. In eliminating a bid, the City will take into consideration the financial strength of the contractor, the tools the contractor owns, and the number of employees of the contractor.
- e. In all cases, the City reserves the right to reject any and all bids and reserves the right to eliminate bid items.
- 6. Prior to contract signing, a Pre-construction conference with the homeowner, contractor, the Program Manager and Rehab Advisor will be held.
- a. The work to be performed will be reviewed in detail with a clear understanding of all elements of work reached.
- b. The homeowner will choose the following:
 - i. Two Interior Paint Colors (this does not include the white for trim work)
 - ii. Counter Top Color
 - iii. Cabinet Color
 - iv. Carpet Color
 - v. Two Vinyl Flooring Styles
 - vi. Exterior Paint Color if applicable
 - vii. Vinyl Siding Color
 - viii. Exterior Shutter Color
 - ix. Appliance Colors (Black or White)
- c. A Notice to Proceed will then be issued to initiate construction.
- d. Houses will be inspected as work progresses.
- e. Inspections will be made prior to the disbursement of each progress payment.
- f. Change orders may only be initiated by the Rehab Advisor with approval of the homeowner and the Project Manager based on the inspections.
- g. If a contractor fails to complete the rehabilitation project in the time frame allotted in the rehabilitation contract, liquidated damages will be assessed in the amount of \$100 per day for ever day over the contract period.
 - i. Liquidated damages will be withheld from the final payment and prorated 95 percent will remain with the state. The other five percent will go to the homeowner.
 - ii. The homeowner will receive the remaining five percent of liquidated damages not to exceed the amount of the homeowner's cash contribution.
- h. A final inspection will be made prior to final closeout by the Rehab Advisor and City Building Official with all warranties and affidavits filed.

Section 13: Bidding Policy and Construction Process

1. Contractors will be selected by open, free competitive bidding. Contractors must be on the approved contractor's list with the City of Thomson. The contractor must not be on the Georgia Department of Community Affairs/HUD disbarred list.
2. The ten percent (plus or minus) margin will be used to ascertain the "reasonableness" of the lowest bid. If the bid is below or above the "reasonableness" margin, the contractor must explain the reason that their bid can satisfactorily complete the job. To protect the interest of the homeowner, the Program Manager, Rehab Advisor and the building inspector will conduct a close analysis of the bid.
3. The homeowner does have the right to reject a bid only once.
4. If the homeowner rejects the bid, the project will then be bid a second time. The homeowner will accept the bid recommended by the Rehab Advisor and the Program Manager.
5. A pre-construction conference will be arranged with the Program Manager, homeowner, and contractor to discuss the terms and conditions of the construction contract and the work write-up. The homeowner and contractor will also execute the construction contract.
6. A Notice of Commencement will be executed for the contractor.
7. Change orders that were not identified in the work write-up will be made with the approval of the homeowner, Rehab Advisor and Program Manager. Change orders will also be considered for extending construction deadline when is necessary.
8. The procedures for change orders:
 - a. The contractor will immediately contact the Rehab Advisor, if a change order becomes necessary.
 - b. The Rehab Advisor will contact the Program Manager and with approval from the Program Manager will inspect and take pictures of the additional work needed or any change to the original write-up.
 - c. The contractor will provide the Rehab Advisor with a description of the additional work needed or change to the original write-up with a price each line item and submit them for review.
 - d. The Rehab Advisor and the Program Manager will determine by comparing the work estimates whether or not the figures are reasonable.
 - e. If the change order is found to be reasonable, the Program Manager will disclose the change order to the homeowner for their approval.
 - f. If the homeowner approves the change order, the change order is prepared and executed for the signatures of the homeowner, contractor, Rehab Advisor and Program Manager.

Section 14: Construction Payment Procedures

1. Contractors must provide a request for payment along with an invoice for work completed.
2. Before a contractor receives payment, the building inspector and/or Rehab Advisor must approve that the project is in compliance with the building codes.
3. The 100 percent payment will not be made unless accompanied by a completed inspection form, sign-off by all appropriate inspectors, contractor affidavit warranty and release of liens form, subcontractor's release of lien form and a signed and notarized homeowner satisfaction statement.
4. An inspection report by the building inspector must be signed and dated to authorize payment.

5. The homeowner refuses to sign a satisfaction statement, the Program Manager should apply the following procedures:
 - a. Request a written list of the items not completed to the homeowner's satisfaction.
 - b. Should a homeowner refuse to present such a list to the grantee, the Program Manager should mail a certified letter to the homeowner providing the homeowner a period of 10 days in which to provide such a list.
 - c. Whether or not the Program Manager receives a list from the homeowner, the Rehab Advisor must review the contractor's work to determine if the contract has fulfilled all of the terms of the contract.
 - d. If the Program Manager does not receive a deficiency list within the specified time period, the City should consider the matter closed when they have determined the contractor has fulfilled the terms of the contract. The Rehab Advisor's re-inspection report and letter requesting a deficiency list from the homeowner should be placed in the project file.
 - e. Upon receipt of a deficiency list from homeowner, the Rehab Advisor shall re-inspect the property in accordance with the list as well as the terms of the contract.
 - f. When the contractor has addressed all reasonable requests, the house meets MPS, and the terms of the contract have been fulfilled, the Program Manager should again present the satisfaction statement to the homeowner for their signature.
 - g. If the homeowner still refuses to sign, the Program Manager shall request a final list of deficiencies from the homeowner to present to the City.
 - h. When the City determines that the work is complete, terms of the contract fulfilled, reasonable requests by the homeowner are addressed and the house meets MPS, any further complaints by the homeowner should be placed in the file and the grantee should consider the project complete.

Section 15: Project Completion

1. The contractor will be required to submit an original copy of all warranties and sign a release of lien statement prior to final payment. Subcontractor and material suppliers must also sign a release of lien statement. The contractor will execute a certification of insulation, if insulation was required for the project.
2. The Rehab Advisor will inspect the unit and any work that does not meet the applicable building codes will be listed and given to the contractor. This list is known as a "Punch List." After all of the work on the punch list has been completed, the contractor may then request a final inspection. The homeowner will sign a written statement of satisfaction to certify that they are satisfied with the work.
3. After all the requirements regarding the rehab work have been completed and the homeowner is satisfied with the workmanship, the City will give the contractor's final payment. Then the project closeout report will be filed with DCA.
4. All closeout procedures will be followed as outlined in the DCA's CDBG Guidelines for Housing Rehabilitation Program Manual.

Section 16: Public Awareness

1. Public meetings will be held upon CDBG award and completion of CDBG project or as the City and Program Manager deem necessary.
2. During the implementation of the Sills Branch Neighborhood CDBG Housing Rehabilitation Project, the City of Thomson agrees to affirmatively further fair housing by prohibiting discrimination in all housing-related activities on the basis of race, color, religion, sex, national origin, familial status (number and age of children), and disability as outlined in Title VIII of the Civil Rights Act of 1968 (Fair Housing Act). This project will also comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of Title I of the Housing and Community Development Act of 1974, and Title II of the Americans with Disabilities Act of 1990. Compliance with the Fair Housing Policy for the CDBG Program will include, but not be limited to, the following activities:
 - a. Brochures about fair housing will be available at the Thomson City Hall and other public facilities.
 - b. Advertisements regarding fair housing will be placed in *The McDuffie Progress*
 - c. A Fair Housing Poster will be posted at the Thomson City Hall.
 - d. The Fair Housing Logo will be on all documents of the CDBG program.

Section 17: Minimum Property Standards and Definitions

The following are the current state minimum standard codes for construction as adopted by the Board of Community Affairs.

1. Current Mandatory Codes as Adopted by DCA and in effect as of January 1, 2021:
 - a. International Building Code 2018 Edition
 - b. International Residential Code 2018 Edition
 - c. International Plumbing Code 2018 Edition
 - d. International Mechanical Code 2018 Edition
 - e. International Fuel Gas Code 2018 Edition
 - f. International Energy Conservation Code 2015 Edition
 - g. International Fire Code 2018 Edition
 - h. National Electrical Code 2020 Edition
 - i. International Swimming Pool and Spa Code 2018 Edition
2. Current Permissive Codes as Adopted by DCA.
 - a. International Property Maintenance Code 2018 Edition
 - b. International Existing Building Code 2018 Edition
 - c. National Green Building Standard 2008 Edition
 - d. Disaster Resilient Building Code IBC Appendix 2020 Edition
 - e. Disaster Resilient Building Code IRC Appendix 2020 Edition

December 3, 2021

*City of Thomson CDBG Housing Rehabilitation Project
Policies & Procedures*

3. The City will strictly enforce the most recent editions of the aforementioned codes and The City of Thomson's local building codes as the MPS for housing rehabilitation. The MPS are intended to serve as a gauge in determining the extent of the housing project to be performed and its economic feasibility.
4. The City shall inspect all homes constructed prior 1978 for lead-based paint. The lead inspection shall occur at the same time as the rehabilitation inspection. If lead-based paint is found, lead hazard controls will be a part of the work-write up and the bid document specifications.

Section 18: Program Policies & Procedures Adoption and Revision Methodology

1. Adoption
 - a. Upon review by the City of Thomson and the Georgia Department of Community Affairs, the CDBG Housing Rehabilitation Project Policies and Procedures will be included on the Thomson City Council agenda for adoption at a regular city council meeting.
2. Revision Methodology
 - a. Any revisions made to the CDBG Housing Rehabilitation Project Policies and Procedures will be listed in detail in an agenda and subsequently approved by the Thomson City Council at a regular city council meeting..

RESOLVED, AMENDED and ADOPTED BY THE MAYOR AND THOMSON CITY COUNCIL AND
EFFECTIVE this 14th day of April, 2022.



Kenneth L. Ustry, Mayor

A blue ink signature of Kenneth L. Ustry, Mayor, written over a horizontal line.

Lucretia W. Ferguson, City Clerk

A blue ink signature of Lucretia W. Ferguson, City Clerk, written over a horizontal line.

(Seal)



March 23, 2022

Ken Usury – Mayor

City of Thomson

210 Railroad Street

Thomson, GA 30824

Dear Ken:

Highrail Restaurant would like to request the closure of Journal Street between Main Street and Central Ave for the hours of 12:00PM to 9:00PM on Thursday April 21, 2022 in support of the World Champions Trophy Tour on that date.

Highrail intends to place outdoor tables on the street beside the restaurant and serve food and beverages (as allowed by the City of Thomson) during the above stated hours. Food will be prepared and served outside during this time and the restaurant will remain open as well.

Please let me know as soon as possible if this request is approved so that we may plan accordingly to support the Trophy Tour.

A handwritten signature in blue ink, appearing to read "Ken Sweet".

Ken Sweet

Highrail Owner

Georgia DOT Project: N/A
Counties: Greene, McDuffie & Taliaferro
GDOT P.I.: 0013258

CONTRACT ITEM AGREEMENT MEMORANDUM OF UNDERSTANDING

between the
Georgia Department of Transportation (hereafter the DEPARTMENT)
and
City of Thomson (hereinafter called the OWNER)

Whereas the DEPARTMENT proposes to undertake a project to improve pedestrian mobility at several locations by providing pedestrian platforms, wheelchair ramps, pedestrian signals and crosswalk striping by contract through competitive bidding, and:

Whereas the OWNER has the following utility facilities which will be within the project limits: Sanitary Sewer Manhole and Water Valve.

Whereas the OWNER does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the roadway contract to be let by the DEPARTMENT; and, now therefore:

The following is hereby mutually agreed to and understood by both parties:

1. The preliminary engineering, including preparation of detailed plans and contract estimate for the required water items will be accomplished by the OWNER or OWNER'S Consultant, the cost of which will be the responsibility of the OWNER. The plans shall provide for adjustment, relocation, or new installation of the OWNER'S facilities in accordance with the OWNER'S customary practices, standards, and details subject to conformance with the DEPARTMENT'S standard pay items and procedures for including such items in the project contract. In cases of discrepancy, the governing descending order will be as follows: (1) Special Provisions, (2) Project Plans (prepared by OWNER'S Consultant) including Special Plan Details, (3) Supplemental Specifications, (4) Standard Plans including DEPARTMENT'S Standard Construction Details, (5) Standard Specifications. The OWNER'S standard details should be labeled as "Special Plan Details" and included immediately in sequence behind the OWNER'S plans to avoid confusion with the DEPARTMENT'S Standard Plans and Standard Construction Details. The OWNER shall provide plans using the DEPARTMENT'S title block design and in the current Microstation file format.
2. The plans and estimate shall be subject to approval by both the DEPARTMENT and OWNER prior to advertising for bids.

3. All work necessary for the adjustment or relocation of the described facilities in accordance with the final plans when approved shall be included in the highway contract and let to bid by the DEPARTMENT except as follows:

If necessary, the Owner will provide additional temporary and permanent easements, at its own expense, for any work outside of the acquisition limits shown on the project right of way plans and shall certify possession in accordance with DEPARTMENT requirements prior to the Certification deadline for the project.

4. All construction engineering (layout, inspection) and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the OWNER before authorizing any changes or deviations which might affect the OWNER'S facility. Engineering for plan revisions for the OWNER'S facilities shall be the responsibility of the OWNER and OWNER'S Consultant.

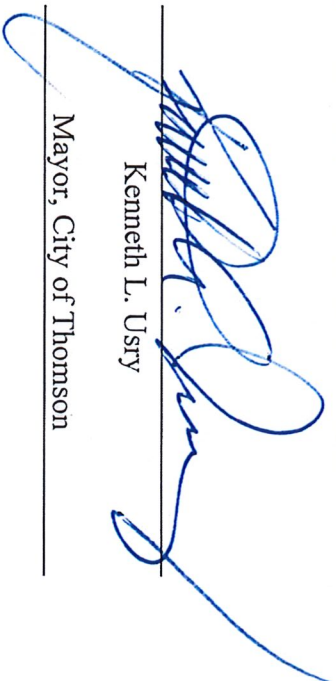
5. The OWNER and OWNER'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The cost of any OWNER or OWNER'S Consultant's visits or inspections will be the responsibility of the OWNER. The DEPARTMENT agrees to notify the OWNER when all utility work is complete and ready for final inspection and invite the OWNER to attend the final inspection or provide a corrections list to the DEPARTMENT prior to the final inspection.

6. After award of the highway contract, the OWNER will continue to maintain its pre-existing facilities until adjustment or relocation has been finalized or the pre-existing facilities have been taken out of service. Once adjustment or relocation begins on a segment of the facilities, the DEPARTMENT or its contractor will be responsible for the maintenance of the adjusted or relocated facilities until final acceptance is made for the work.

7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER, that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S "Utility Accommodation Policy and Standards Manual, current edition" and any agreements in effect without further cost to the DEPARTMENT or it's CONTRACTOR.

8. The DEPARTMENT and OWNER agree that all matters will be governed by the DEPARTMENT'S Utility Accommodation Policy and Standards. It is contemplated by the DEPARTMENT and OWNER that a Contract Item Agreement will be executed by both parties that will supersede this memorandum. The cost for the utility facilities shall be the responsibility of the OWNER and reimbursement to the DEPARTMENT shall be handled thru a Contract Item Agreement.

APPROVED FOR THE OWNER BY:


Kenneth L. Usry
Mayor, City of Thomson

April 14, 2022
(Date)



APPROVED FOR THE DEPARTMENT BY:

(Signature)

State Utilities Administrator
(Title)

(Date)

Contract Item Agreement to be required? YES
Preliminary Engineering Agreement to be required? No