

CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: November 9, 2010

FROM: John McDonough, City Manager

AGENDA ITEM: Acceptance of Grant Award HMGP-1858-0006 from the Federal Emergency Management Agency and the Georgia Emergency Management Agency

MEETING DATE: For Submission onto the November 16, 2010, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Award Document
Property Owner Statements

APPROVAL BY CITY MANAGER:  APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 11/16/2010

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: 

REMARKS:

TO: John McDonough, City Manager

FROM: Eden Freeman, Grants Administrator

DATE: November 8, 2010 for submission on the Agenda of the November 16, 2010 City Council Meeting

ITEM: Acceptance of Grant Award HMGP-1858-0006 from the Federal Emergency Management Agency and the Georgia Emergency Management Agency

Background

At the December 15, 2009 City Council meeting, Council directed staff to complete the application process necessary to apply for funding under the Federal Emergency Management Agency (FEMA) and Georgia Emergency Management Agency (GEMA) Hazard Mitigation Grant Program (HMGP). The HMGP program provides funding to state agencies and local governments in the aftermath of a disaster to fund projects that reduce or eliminate the long-term risk to human life and property from the effect of natural hazards.

Discussion

FEMA and GEMA have approved an award of \$2,749,364, with a federal share (75%) of \$2,060,023, state share (10%) of \$274,936 and local share (15%) of \$412,405. This award covers those properties determined to be *substantially damaged*. Each of the owners of the properties approved for purchase have voluntarily agreed to participate and understand that they are responsible for providing 15% of the cost of demolition and purchase. Documentation from each property owner attesting to their acceptance of this requirement is attached to this agenda item. The properties approved by FEMA/GEMA are:

- 4685 Hitching Post Trail, Sandy Springs, GA 30342-2815
- 505 Pine Forest Road, NE, Sandy Springs, GA 30342-2763
- 510 Pine Forest Road, NE, Sandy Springs, GA 30342-2764
- 520 Pine Forest Road, NE, Sandy Springs, GA 30342-2764
- 550 Pine Forest Road, NE, Sandy Springs, GA 30342-2764
- 6285 River Shore Parkway, Sandy Springs, GA 30328-3746

Due to delays in the approval of the county-wide Hazard Mitigation Plan, we have a one year period of performance (beginning on October 19, 2010) to purchase, demolish and grade the property. However, the City has received written acknowledgement from Fulton County that the plan will be completed, submitted to and approved by FEMA

within the required timeframe. This will extend the grant's period of performance to end on February 23, 2013.

Alternatives

Council could choose not to accept the award, leaving properties with frequent flood damage intact within the City's neighborhoods.

Financial Impact

While there is no negative financial impact to the City in terms of providing match, there are other financial implications. As a reimbursement only grant, there is the potential for cash flow to be impacted during the time period that funds are expended to purchase a property, submit for, and receive reimbursement from FEMA/GEMA. Staff has been assured by GEMA that every effort will be made to process reimbursements in as short of a timeframe as possible.

In addition, during the acquisition process, the City is required to pay for a property appraisal, any fees associated with negotiating the purchase price, property survey, Phase One Environmental survey and closing costs. While these costs are reimbursable under the grant, should the homeowner elect not to participate and withdraw from the process, the City would likely be responsible for the costs expended to that point. This is estimated to be no more than \$6,000 per property, for a total of \$36,000 for all six properties. The City is also responsible for the cost of staff time to administer the project.

Attachment

1. Award Document from FEMA/GEMA.
2. Property Owner Statements

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

SONNY PERDUE
GOVERNOR



CHARLEY ENGLISH
DIRECTOR

October 21, 2010

Mr. John McDonough
City Manager
City of Sandy Springs
7840 Roswell Road
Sandy Springs, Georgia 30338

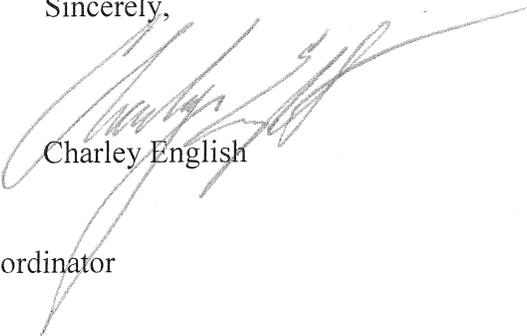
Dear Mr. McDonough:

On behalf of Governor Sonny Perdue, it is my pleasure to inform you that a Hazard Mitigation Grant Program (HMGP) award has been approved by the Federal Emergency Management Agency. This grant, which has been designated HMGP 1858-0006, will be used to acquire and demolish six structures. The total approved cost is \$2,749,364 with a federal share of \$2,062,023 state share of \$274,936 and a local share of \$412,405.

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

Thank you for your commitment to protect Georgia citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Terry Lunn, Hazard Mitigation Division Director, at (404) 635-7016.

Sincerely,



Charley English

ce/ss

Enclosures

cc: Jeff Scarbrough, Fire Marshall / EMA Coordinator

Sandy Springs Fire Rescue

Darnell Fullum, Interim Director

Atlanta-Fulton County Emergency Management Agency

Sheri Russo, Area Coordinator

Georgia Emergency Management Agency



HAZARD MITIGATION GRANT PROGRAM (HMPG) ACQUISITION Grantee-Subgrantee Agreement

On September 24, 2009 the President declared that a major disaster exists in the State of Georgia. This declaration was based on damage resulting from flooding. This document is the Grantee-Subgrantee Hazard Mitigation Assistance Agreement for the major disaster, designated FEMA-1858-DR, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended in accordance with 44 CFR 206 Subpart N, Hazard Mitigation Grant Program. Under this Agreement, the interests and responsibilities of the Grantee, herein after referred to as the State, will be executed by the Georgia Emergency Management Agency (GEMA). The individual designated to represent the State is Mr. Charley English, Governor's Authorized Representative. The Subgrantee to this Agreement is The City of Sandy Springs. The interests and responsibilities of the Subgrantee will be executed by The City of Sandy Springs's agent, the Subgrantee's Authorized Representative.

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

Exhibit "A":	Application for Federal Assistance, GEMA Form 150
Exhibit "B":	Assurances-Construction Programs, Standard Form 424B
Exhibit "C":	Project Administration Guidelines: Financial Assistance, Hazard Mitigation Program
Exhibit "D":	Contractor Immigration Affidavit and Agreement
Exhibit "E":	Certification regarding Debarment, Suspension, and Drug-Free Workplace
Exhibit "F":	Certification for Contracts, Grants, Loans, and Cooperative Agreements
Exhibit "G":	Certification of Compliance with National Historic Preservation Act, Section 106
Exhibit "H":	Certification Hazardous Substance Compliance
Exhibit "I":	Certification of Safeguarding Duplication of Benefits Information
Exhibit "J":	Sample Contract for Sale of Real Property, with Exhibits
	Exhibit "1": Bill of Sale
	Exhibit "2": Subgrantee's Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Samples
	Exhibit "3": Certificate of Removal of Personal Property and Debris
	Exhibit "4": Disclosure and Certification of Flood Assistance
	Exhibit "5": Certification for Replacement Housing
	Exhibit "6": Property Inventory
Exhibit "K":	General Warranty Deed
Exhibit "L":	Determination of Fair Market Value
Exhibit "M":	Appraisal Guidelines
Exhibit "N":	Statement of Voluntary Participation
Exhibit "O":	Project Scope
Exhibit "P":	Progress Payment Request Form

2. Pursuant to Section 404 of the Act, funds are hereby awarded to the Subgrantee on a 75 percent federal cost share basis and 10 percent state cost share basis for the hazard mitigation project(s) described in Exhibits "A" and "O". The Subgrantee shall be responsible for the entire remaining 15 percent share of any costs incurred under Section 404 of the Act and this Agreement. Allowable costs will be governed by OMB Circular A-87 and 44 CFR Part 13.

3. If the Subgrantee violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subgrantee that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made

available to the Subgrantee for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

4. The Subgrantee agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subgrantee further agrees that they shall have access to any books, documents, papers and records of any recipients of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.

5. The Subgrantee will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subgrantee actions pursuant to this Agreement.

6. The Subgrantee agrees that the hazard mitigation project contained in this agreement will be completed by February 28, 2013. Completion dates may be extended upon justification by the Subgrantee and approval by FEMA and the Governor's Authorized Representative.

7. The certifications signed by the Subgrantee in the application relating to maintenance of a Drug-Free workplace (44CFR Part 17, Subpart F) and New Restrictions on Lobbying (44CFR Part 18) apply to this Grant Agreement and are incorporated by reference.

8. The written assurances provided by The City of Sandy Springs pertaining to FEMA's post award approval conditions apply to this Grant Agreement and are incorporated by reference.

9. The subgrantee shall follow Emergency Management and Assistance Regulations found in Title 44 Code of Federal Regulations (CFR) Part 13 and FEMA HMA (Hazard Mitigation Assistance) program guidance to implement this grant award. The following Office of Management and Budget (OMB) Circulars are also applicable to this grant:

- OMB Circular A-87 Cost Principles; and
- OMB Circular A-102 Uniform Administrative Requirements
- OMB Circular A-133 Audits of State and Local Governments

10. This HMGP project was awarded under "Extraordinary Circumstances" to local jurisdictions without an approved local mitigation plan. The state and Fulton County have both provided written acknowledgement dated August 25, 2010 ensuring that the local mitigation plan will be approved by FEMA and adopted by the local jurisdiction within twelve months of October 19, 2010.

11. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

Governor's Authorized
Representative

Subgrantee's Authorized
Representative

Date

Date

EXHIBIT "A"

APPLICATION FOR FEDERAL ASSISTANCE

1. Type of Submission: <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. Date Submitted: 2/8/2010 3. Date Received by State: 1/15/2010 4. Date Received by Federal: 2/08/2010	Applicant Identifier: 1858-0006 State Application Identifier: HMGP-1858-0006 Federal Identifier: HMGP-1858-0006
5. APPLICANT INFORMATION			
Legal Name: The City of Sandy Springs		Organizational Unit: The City of Sandy Springs	
Address: 7840 Roswell Road, Building 500 Sandy Springs, Georgia 30350		Name and telephone number of the person to be contacted on matters involving this application (include area code): Technical: Eden Freeman, Grants Administrator, 770-206-1418 Contractual: John McDonough, City Manager, 770-730-3050	
6. Employer Identification Number (EIN): 20-3767748		8. Type of Applicant (enter appropriate letter in box): <input checked="" type="checkbox"/> C A. State B. County C. Municipal D. Special District E. Independent School District F. State Institution of Higher Learning G. Private University H. Other (List):	
7. DUNS Number: 619646040			
9. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (list):		10.- Name of Federal Agency: FEDERAL EMERGENCY MANAGEMENT AGENCY	
11. Catalog of Federal Domestic Assistance Number: 97-039 Title: Hazard Mitigation Grant Program (HMGP)		12. Descriptive Title of Applicant's Project: Acquisition and demolition of 6 properties	
13. Estimated Funding:		Remarks:	
Federal:	\$2,062,023		
Applicant:	\$ 412,405		
State:	\$274,936		
Local:			
Other:			
Total:	\$2,749,364		
14. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
Typed Name of Authorized Representative: John McDonough		Title: City Manager	Telephone Number: 770-730-5600
Signature of Authorized Representative:			Date Signed:
Signature of Approving Authority:		Title: GEMA Director	Date Signed:

GEMA Form 150 April 1993

EXHIBIT "B"**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability including funds sufficient to pay the non-Federal share of project costs to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1858), which prohibits discrimination on the basis of Sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentially of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities

of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g)

protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE City Manager
APPLICANT ORGANIZATION The City of Sandy Springs	DATE SUBMITTED

EXHIBIT "C"
GEORGIA EMERGENCY MANAGEMENT AGENCY
Hazard Mitigation Grant Program
Project Administration Guidelines: Financial Assistance
FEMA-1858-DR-GA

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

1. **Project Identification.** FEMA has assigned project number HMGP 1858-0006 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. **Documentation.** You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Hazard Mitigation Grant Program project file. Documentation consists of:
 - A. Grantee-Subgrantee Agreement.
 - B. Copies of checks, vouchers or ledger statements.
 - C. Contracts awarded.
 - D. Invoices or other billing documents.
(Settlement Statements, recorded deed, appraisals, etc.)
 - E. Progress reports.
 - F. Record of advance or progress payments (where applicable)
3. **Funding.** Cost sharing has been established at 75% federal, 10% state, and 15% local.
4. **Payments.**
 - A. **Progress Payments.**
 - (1) When progress payments are desired, you must submit a written request (on the form at Exhibit "P") and provide supporting documentation, such as a bill of sale and copies of checks.
 - (2) The Risk Reduction Specialist reviews the request and supporting documentation. The State Hazard Mitigation Division Director reviews and approves or denies the request.
 - (3) If the request is denied, the State Hazard Mitigation Division Director will inform you in writing that additional documentation is required to support the request.

- (4) If the request is approved, the State Hazard Mitigation Division Director will authorize payment of the requested amount.
- (5) Quarterly report submissions must be current in order to receive progress payments.

B. Advance Payments. Advance payments will be made on an exception basis only.

5. Grant Expiration Date.

- A. The grant expiration date runs through February 28, 2013 and has been established based on project milestones established by the applicant in their grant application. The grant expiration date is the time during which the subgrantee is expected to complete the scope of work. You may not expend FEMA funds beyond this date. All costs must be submitted for reimbursement within 60 days of the end of the grant expiration date.
- B. Requests for time extensions to the Grant Expiration Date will be considered but will not be granted automatically and must be supported by adequate justification submitted to the State Hazard Mitigation Division in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Grant Expiration Date and a description of performance measures necessary to complete the project. Without the justification, extension requests will not be processed. Extensions will not be granted if the sub-grantee has any overdue financial or performance reports. If an extension is requested, it must be received prior to 90 days of the end of the grant expiration date.

6. Project Termination.

- A. The Grantee, Sub-grantee, or FEMA may terminate grant award agreements upon giving written notice to the other party at least (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.
- B. The Sub-grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the grant award will commence and be processed as prescribed under final inspection procedures described in this Grantee-Subgrantee Agreement.

7. Project Construction Bid Review.
 - A. The subgrantee must submit its bid timeline to the Risk Reduction Specialist.
 - B. Before the award of any bid phase, the subgrantee must submit the bid results to the Risk Reduction Specialist to ensure project and budget compliance.
8. Equipment/Supplies
 - A. The subgrantee must comply with the regulations listed in 44 CFR 13.32 Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement and must be in compliance with state laws and procedures.
9. Grant Modification Approval
 - A. Any grant modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation.
 - B. The Grantee shall follow prior approval requirements for budget revisions found in 44 CFR 13.30. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.
10. Appeals. You may submit an appeal on any item related to grant assistance. Appeals must be submitted to the State Hazard Mitigation Division Director within 90 days of the action which is being appealed.
11. Progress Reports.
 - A. Quarterly progress reports are required. This form will be supplied to you by GEMA on a quarterly basis.
 - B. The initial progress report will cover the period through December 31, 2010. It will be submitted no later than January 15, 2011.
 - C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).
12. Interim Inspections. Interim inspections will be conducted by the Risk Reduction Specialist and/or FEMA inspector.
13. Final Inspections.
 - A. Final inspections will be conducted by the Risk Reduction Specialist and/or FEMA inspectors on each Hazard Mitigation Grant Program project.

- B. When all work has been completed, you must notify GEMA by letter and request a final inspection and project closeout.
- C. The Risk Reduction Specialist will schedule and conduct the final inspection.
- D. The final inspection will involve reviewing work completed for each Hazard Mitigation Grant Program project, verifying that the work was completed in accordance with appropriate standards, assuring that the scope of work was followed and reviewing your financial records. Any supporting documentation identified at final inspection needed to support the closeout request must be supplied within 30 days.
- E. The Risk Reduction Specialist or other GEMA staff will review eligibility of all costs for the Hazard Mitigation Grant Program project.
- F. You must provide one copy of all backup documentation for each Hazard Mitigation Grant Program project to the Risk Reduction Specialist.

14. Audits

- A. If you receive \$500,000 or more in federal assistance FROM ALL FEDERAL SOURCES, NOT JUST THIS GRANT, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail Reports to:
 - Department of Audits and Accounts
 - Non-Profit and Local Government Audits
 - 270 Washington Street, SW
 - Room I-956
 - Atlanta, GA 30334-8400

15. Federal or State Audit. FEMA or the State may elect to conduct an audit of any project.

16. Project Closeout. Upon approval of the inspection by GEMA and FEMA, any remaining payments will be made. Mail your requests to:

Georgia Emergency Management Agency
Post Office Box 18055
Atlanta, Georgia 30316-0055
Attention: Hazard Mitigation

17. The subgrantee agrees to provide to GEMA information on any disaster event for which the completed mitigation project has provided a benefit to the community.

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

EXHIBIT "D"

CONTRACTOR IMMIGRATION AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor named below verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Georgia Emergency Management Agency has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G. A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Georgia Emergency Management Agency, contractor will secure from such subcontractor(s) the Subcontractor Affidavit and Agreement as verification of compliance O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08. Contractor further agrees to maintain records of such compliance and provide a copy of each such subcontractor verification to Georgia Emergency Management Agency at the time the subcontractor is retained to perform such service.

Contractor

EEV / Basic Pilot Program*User Identification Number

Signature of Authorized Officer or Agent of Contractor

Date

Title of Authorized Officer or Agent of Contractor

Printer Name of Authorized Officer of Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

EXHIBIT "E"

Certification Regarding Debarment, Suspension, and Drug Free Workplace

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17 and maintenance of a Drug Free Workplace (44CFR, Subpart F). The applicant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Sections 17.615 and 17.620, the applicant certifies it will continue to provide a drug-free workplace per referenced regulations.

EXHIBIT "F"

Certification for Contracts, Grants, Loans, and Cooperative Agreements

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 44CFR Part 18, the agent representing The City of Sandy Springs in this agreement certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of the certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and nor more than \$100,000 for each such failure.

EXHIBIT "G"

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

1. The City of Sandy Springs (hereinafter "the subgrantee") warrants that under no circumstances will the subgrantee demolish structures acquired under the Hazard Mitigation Grant Program which are being evaluated for potential historical significance under Section 106 of the National Historic Preservation Act of 1966, as amended, until receiving written notice and authorization to proceed with demolition from FEMA.

2. The subgrantee agrees to consider the recommendations of the State Historic Preservation Officer (SHPO) regarding historic preservation measures prior to demolition. Any extraordinary historic preservation measures conducted after acquisition will be at the expense of the subgrantee.

3. The subgrantee agrees to employ such protective measures as are reasonably necessary to protect acquired properties having potential historic significance from illegal entry and damage. The grantee shall be responsible for employing protective measures from the Closing Date until such time as written notice and authorization to proceed with demolition is received by the grantee from FEMA. "Protective measures" shall include, at a minimum, locking or otherwise securing all exterior entrances of acquired structures and posting a "NO TRESPASSING" sign.

4. NHPA (National Historic Preservation Act): Foundations of structures to be demolished shall be pushed in below grade within the original footprint and basements shall be backfilled using fill from an existing off-site material borrow source. Slabs, walkways, driveways, concrete stair footings, and similar appurtenances may be removed. Ground disturbance shall be limited to the immediate area of the demolished structures. Construction equipment will be operated within existing driveways and the perimeters of structures to limit ground disturbance. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the findings will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant will notify GEMA within 24 hours of the discovery and GEMA shall promptly notify FEMA. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. These conditions shall be included in instructions to the demolition contractor.

EXHIBIT "H"

Certification of Hazardous Substance Compliance

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

EXHIBIT "I

Certification of Safeguarding Duplication of Benefits Information

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

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

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

EXHIBIT "J"
Sample Contract for Sale of Real Property

The City of Sandy Springs
Voluntary Acquisition Program

THIS AGREEMENT made and entered into the ____ day of _____, 20__, by and between _____ and _____, herein designated as "Seller," and The City of Sandy Springs, Georgia, WITNESSETH:

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

[Legal Description]

AND WHEREAS, The City of Sandy Springs, a local government of the State of Georgia (hereinafter referred to as the "Subgrantee"), acting pursuant to its legal authority in administering its GEMA Hazard Mitigation Grant Program project, wishes to purchase the above described real property (hereinafter referred to as "Property").

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

1.

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

2.

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

3.

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

4.

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

5.

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

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

6.

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

7.

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

8.

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

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

9.

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

10.

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

A. Prior to disbursing payment to the Seller, the Subgrantee may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees and other costs incidental to the conveyance by Seller of marketable title to the Subgrantee.

B. Seller acknowledges that this voluntary acquisition is made pursuant of a program funded by the Federal Emergency Management Agency (FEMA). In order to prevent the duplication of Federal assistance made to flood disaster victims, FEMA requires that certain types of assistance received by Seller for flood-related damage be deducted from the Purchase Price.

C. The subgrantee, and the property owner, must identify any potential DOB. FEMA will deduct other available benefits from the purchase offer. Some examples when DOB may occur in a property acquisition and structure demolition or relocation project include the following:

- The subgrantee offers full pre-event market value but the property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of whether such benefits were sought or received.

This is because payment of full pre-event market value compensates the owner for the loss of value that has occurred;

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

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

- an amount equal to all FEMA Emergency Minimal Repair (EMR) assistance received after September 24, 2007 (two years prior to the declaration);
- an amount equal to all FEMA Individual and Family Grant (IFG) Program for structure repair assistance received after September 24, 2007 for the purpose of making repairs to the Property;
- an amount equal to all flood insurance proceeds received by the Seller after September 24, 2007.

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

11.

REPLACEMENT HOUSING: The Seller acknowledges that all proceeds from this sale, if primary residence shall be used expressly for the purchase of Replacement Housing, and that Seller is required to relocate outside of the National Flood Insurance Program (NFIP) 100 year flood plain boundaries. Any exceptions to this provision may be addressed on a case-by-case basis.

12.

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

13.

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

14.

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

15.

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

A. The annual tax payment shown on the most recent tax figure for the Property shall be divided by 12 to determine the amount of tax owed for each month.

B. The total number of months in the current year shall be determined and multiplied by the monthly amount of tax owed. That figure shall be the portion of taxes to be paid by the Seller on the pro-rata basis.

C. When the Closing Date is on or before the 15th of a month, no taxes will be due for that month. When the Closing Date is after the 15th of the month, a full month's taxes shall be due for that month and shall be added to the Seller's pro-rata share.

16.

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

17.

LEASES: Seller represents and warrants to the Subgrantee that there are no leases, tenancies, or other rights of occupancy for use of any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify the

Subgrantee from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use for any portion of the Property.

18.

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

19.

ENVIRONMENTAL ASSURANCES:

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

The Seller hereby represents and warrants to the Subgrantee that:

(1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks located in, on, or about the Property;

(2) There is not currently and has never been any hazardous waste stored, generated, treated, transported, installed, dumped, handled, or placed in, on, or about the Property;

(3) At no time have any Federal or State hazardous waste cleanup funds been expended with respect to any of the Property;

(4) There has never been any solid waste disposal site or underground storage tank located in, on, or about the Property, nor has there been any release from any underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;

(5) The Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental Protection Agency, the Georgia Department of Natural Resources, any other governmental agency with authority under any

environmental laws of the federal, state, or local government, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any such environmental laws;

(6) To the best of Seller's knowledge and good faith inquiry, neither the Property, nor any real property contiguous to the Property, nor any predecessors in title to the Property, are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any environmental laws of the federal, state, or local government.

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

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

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

20.

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

21.

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

22.

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

23.

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

24.

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

25.

EXHIBITS: Exhibit "1" (Bill of Sale); Exhibit "2" (Subgrantee's Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Sample); Exhibit "3" (Certificate of Removal of Personal Property and Debris); Exhibit "4" (Disclosure and Certification of Flood Assistance); Exhibit "5" (Certification to Use Funds for Replacement Housing); Exhibit "6" (Property Inventory).

26.

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

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

Seller

Seller

Grantee Official

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

Notary Public
My commission expires on: _____

Exhibit "1"

BILL OF SALE

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

[Legal Description]

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

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

This ___ day of _____, 20__.

Owner

Owner

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

Notary Public

My commission expires on:

Exhibit "2"

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

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

[Legal Description]

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

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

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

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

This the . day of _____, 20__.

Owner

Owner

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

Notary Public
My commission expires on: _____

Exhibit "3"

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY AND DEBRIS

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

This the _ day of _____, 20__.

Owner

Owner

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

Notary Public
My commission expires on: _____

Exhibit "4"

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

I/We _____ and _____ are voluntary participants in The City of Sandy Springs Voluntary Acquisition Program.

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

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

1. FEMA Individual and Family Grant Program assistance for repairs to the Property: \$ _____
2. All flood insurance proceeds received after September 24, 2007: \$ _____
3. FEMA Minimal Repairs Assistance: \$ _____

I/We authorize the _____ to verify the above Duplication of Benefits information with FEMA .

This the . day of _____, 20__.

Owner

Owner

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

Notary Public
My commission expires on: _____

Exhibit "5"

**CERTIFICATION FOR REPLACEMENT HOUSING
(Applicable to Sellers of Primary Residence only)**

I/We _____, am/are voluntarily participating in The City of Sandy Springs Voluntary Acquisition Program. I/We understand and agree that the _____'s funds designated for the purchase of my Property under this program must be used expressly for the purpose of replacement housing.

I hereby represent and warrant that the funds provided to me by the _____ for the acquisition of my property will be used expressly for the purpose of replacement housing.

I hereby represent and warrant that I will relocate outside of the National Flood Insurance Program (NFIP) 100 year flood plain boundaries.

This the ____ day of _____, 20__.

Owner

Owner

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

Notary Public
My commission expires on: _____

Exhibit "6"

PROPERTY INVENTORY

I/We _____ are voluntarily participating in The City of Sandy Springs Voluntary Acquisition Program.

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

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

This the _____ day of _____, 20__.

Owner

Owner

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

Notary Public
My commission expires on: _____

Exhibit "K"

GENERAL WARRANTY DEED FOR PROPERTY

For the consideration of \$ _____ dollars, and other valuable consideration, I/We, _____, the GRANTOR, do hereby convey to The City of Sandy Springs, Georgia, the GRANTEE, the following described real property situated in The City of Sandy Springs, Georgia:

[Legal Description]

The following document entitled "Deed Restrictions" is attached hereto, and by reference made a part hereof.

This ___ Day of _____, 20__.

Owner

Owner

Witness

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

Notary Public
My commission expires on: _____

"Deed Restrictions"

WITNESSETH

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

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

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

Whereas, Georgia has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated September 17, 2010 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in , and The City of Sandy Springs participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, The City of Sandy Springs , acting by and through The City of Sandy Springs Commission, has applied for and been awarded federal funds pursuant to an agreement with Georgia dated October 4, 2010, and herein incorporated by reference, making it a mitigation grant program subgrantee;

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

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

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

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b.

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

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

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

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

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

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

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

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

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

3. Monitoring and Reporting. Every three years on September 17, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

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

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

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

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

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

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

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

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

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

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

Grantor's Signature _____ Date _____
Name (printed or typed) _____

Grantee's Signature _____ Date _____

Grantee's Name _____ Grantee's Title _____

Exhibit "L"

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

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

Basic Requirements

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

Pre-event or Post-event Fair Market Value

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

Pre-event

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

Post-event

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

Methodology for Determining Fair Market Value

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

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

Appraisals

The subgrantee may establish the fair market value for eligible properties based on appraisals by a “State Certified General Appraiser.”

All appraisals must follow the GEMA’s Hazard Mitigation Program Guidelines for use of Appraisals in Real Property Valuation (Exhibit M).

Appeals of Fair Market Value

The subgrantee has the option of allowing “appeals” of the fair market value determination. If the subgrantee chooses to allow property owners to challenge the value, the property owner may obtain an appraisal at their own expense. This appraisal is subject to appraisal review and should be conducted using GEMA appraisal guidelines.

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

Exhibit “M”

Guidelines for use of Appraisals in Real Property Valuation

Introduction

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

Definitions

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

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

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

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

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

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

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

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

“Standards for Appraisals in the HMGP PROGRAM”

General Requirements for HMGP program Appraisals and Appraisal Reviews

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

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

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

Specific Criteria for HMGP program Appraisal Development and Reporting

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

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

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

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

Exhibit "N"

Statement of Voluntary Participation

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

1. Seller affirms that I/we own the property located at (legal address) _____, hereinafter referred to as "property."
2. Subgrantee has notified the Seller that the Sub-grantee may wish to purchase the referenced property and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subgrantee has identified that the purchase offer valuation of the property, as of (date) _____ is \$ _____ determined by valuation procedures implemented by Subgrantee and based on FEMA acquisition requirements provided on 44 C.F.R. part 80.
4. Subgrantee has notified Seller that **neither the State nor the Subgrantee will use its eminent domain authority to acquire the property for open-space purposes if the Seller chooses not to participate, or if negotiations fail.**
5. Subgrantee has notified Seller that if the Seller agrees to sell the property to Subgrantee the transaction is voluntary and Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

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

Property Owner Signature

Date

Property Owner Signature

Date

Sub-grantee's Authorized Agent Signature

Date

EXHIBIT "O"

PROJECT SCOPE The City of Sandy Springs HMGP 1858-0006

	Address	Acquisition Costs	Demolition	Appraisal	Asbestos	Closing	URA	Property Clearance	Pre-Award Costs	Project Mgmt	Total Project Costs	Fed Share
1	505 Pine Forest Rd.	\$330,000.00	\$12,000	\$600	\$1,800	\$3,000		\$950	\$1,571	\$18,417	\$368,338	\$276,254
2	510 Pine Forest Rd.	\$420,000.00	\$12,000	\$600	\$1,800	\$3,000		\$950	\$1,571	\$23,154	\$463,075	\$347,306
3	520 Pine Forest Rd.	\$325,000.00	\$12,000	\$600	\$1,800	\$3,000		\$950	\$1,571	\$18,154	\$363,075	\$272,306
4	550 Pine Forest Rd.	\$447,000	\$12,000	\$600	\$1,800	\$3,000		\$950	\$1,571	\$24,575	\$491,496	\$368,622
5	6285 River Shore Pkwy.	\$470,000.00	\$12,000	\$600	\$1,800	\$3,000		\$950	\$1,571	\$25,785	\$515,706	\$386,780
6	4685 Hitching Post Trail	\$495,120.00	\$12,000	\$600	\$1,800	\$3,000	\$5,250	\$950	\$1,571	\$27,383	\$547,674	\$410,756
	Totals	\$2,487,120	\$72,000	\$3,600	\$10,800	\$18,000	\$5,250	\$5,700	\$9,426	\$137,468	\$2,749,364	\$2,062,023

Program Matching with Increased Cost of Compliance (ICC)

The ICC coverage provides for the payment of a claim for the cost to comply with State or community floodplain management laws or ordinances after a direct physical loss by flood. When a building covered by a Standard Flood Insurance Policy (SFIP) under the NFIP sustains a flood loss, and the State or community declares the building to be substantially or repetitively damaged, ICC will help pay up to \$30,000 for the cost to demolish the building.

In accordance with 44 CFR Part 206.434 (f), Section 404 funds cannot be used as a substitute or replacement to fund projects or programs that are available under other Federal authorities, except under other limited circumstances in which there are extraordinary threats to lives, public health or safety or improved property. Furthermore, 44 CFR Part 206.191(c) (1) states, it is FEMA policy to prevent Duplication of Benefits (DOB) between its own programs and insurance benefits, and between its own programs and other disaster assistance. In subpart (e) (2) (i) of the same Part, the State shall remind the applicant about his/her responsibility to pursue an adequate settlement. The applicant must provide information concerning insurance recoveries.

The Following Environmental Project Conditions must be followed to ensure the project remains in compliance through implementation:

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

NHPA (National Historic Preservation Act): Foundations of structures to be demolished shall be pushed in below grade within the original footprint and basements shall be backfilled using fill from an existing off-site material borrow source. Slabs, walkways, driveways, concrete stair footings, and similar appurtenances may be removed. Ground disturbance shall be limited to the immediate area of the demolished structures. Construction equipment will be operated within existing driveways and the perimeters of structures to limit ground disturbance. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the findings will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant will notify GEMA within 24 hours of the discovery and GEMA shall promptly notify FEMA. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. These conditions shall be included in instructions to the demolition contractor.

RCRA (Resource Conservation and Recovery Act): Applicant shall handle, manage, and dispose of potentially hazardous waste, universal waste, and hazardous materials in accordance with the requirements of local, state, and federal regulations. These materials may include, but are not limited to propane cylinders, paints, and solvents, coolants containing chlorofluorocarbons (CFCs), used oil, other petroleum products, used oil filters, fuel filters, cleaning chemicals, laboratory reagents, pesticides, batteries, and unlabeled tanks and containers. Equipment that may include these materials are ice machines, refrigerators, generators, computers, televisions, mercury switches, fluorescent lights, fluorescent light ballasts, sandblast units, paint sprayers, etc.

TSCA (Toxic Substances Control Act): If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state, and local abatement and disposal requirements under the Toxic Substances Control Act.

Jan 31 10 09:55p

R. Todd & Cathy Roseberry

404-843-9843

p.1

P. 2/4

City of Sandy Springs
Flood Hazard Mitigation Program Questionnaire

Property Owners Name: Cathy Castana
Address: 41685 Hitching Post Trail, Atlanta, GA 30342
Phone Number (daytime): (404) 587-6402
E-mail Address: ccastawbellsouth.net

Are you located in a Subdivision? If so, which one? NO

When was your home constructed? Day _____ Month _____ Year 1958

Are you interested in having your home evaluated for acquisition? YES!

*Please return questionnaire regardless of your interest by December 31, 2009. See return information below.

*Homeowner is responsible for 15% of acquisition and demolition cost.

Yes No

If you are interested in participating in this program, please answer the following questions about your home:

When was your home constructed? Day _____ Month _____ Year 1958

1 - Building type (Please check one of the following):

- 1-story w/o basement
- 2-story w/o basement
- Split level w/o basement
- Split level w/ basement
- 1-story w/ basement
- 2-story w/ basement
- Mobile Home

2 - Building use (Please check all that apply):

- Primary residence
- Rental Property
- Secondary Residence
- Commercial Property
- Public Building
- House of Worship
- Multi-family

3 - Type of construction (Please check one of the following):

- Wood Frame
 - Concrete Block
- BOTH

4 - Total square footage of Home (include heated or cooled areas only)
2,400 square feet

Jan 31 10 09:55p

R. Todd & Cathy Roseberry

404-843-9843

p.2

F 3/4

5 - Are there any accessory or out buildings on the property?

No Yes If yes, describe: _____

If "Yes", are they attached or detached?

Attached Detached

6 - Foundation Type:

Slab on Grade Crawl Space Basement

7- Flood Insurance:

Is this property currently covered by Flood Insurance? No Yes

If yes, please provide a copy of your declarations page.

8 - History of Damages to the property (This is very important)

Please provide any information/documentation you have on past flood damage to your property. Information we need include Dates of the event(s), Description of damages, Depth of Flooding inside the home, Costs of repairs/replacements, and any supporting photographs or documentation. Feel free to attach additional pages as necessary.

		Depth of Flooding	Cost of Repairs
5/4/02	1/2 drywall removed. all new Floors, 1/2 wall + systems replaced	1 1/2 feet	19,123.97
6/17/03	1/2 drywall removed. All new Floors, 1/2 wall + systems replaced	2 feet	32,713.79
9/16/04	Gutted to the studs and completely rebuilt. New Frame + this floor, gutters, floors, walls, doors, etc	5 feet	45,192.84
9/17/04	Gutted to studs, all new systems, walls, doors, Floors. complete renovation	5 1/2 feet	39,897.11

Additional Comments -

Please provide any additional comments you feel would be helpful to this program

see attached sheet

Jan 31 10 09:55p

R. Todd & Cathy Roseberry

404-843-9843

p.3

4685 Hitching Post Trail
Atlanta, GA 30342

The home is in the Nancy Creek Flood Plain. FEMA considers the property a SEVERE REPETITIVE LOSS PROPERTY. In order for a home to qualify, it must have flooded 4 times with each claim exceeding \$5,000. This home has flooded 10 times since 1979 and 4 times since I have owned it. My 4 claims totaled \$136,926.76.

We spent close to \$10,000 in March 2005 to have an extended retaining wall with built with a large drain and backflow shut off valve and over flow sump pump. This may have been successful in preventing minor flooding, but as I saw in September 2009, when the creek over flows, this home WILL FLOOD! My home sits in the lowest point of the neighborhood, therefore typically experiences the most damage.

I have tried to sell the home 3 times unsuccessfully due to the past flooding history and the rising cost of FEMA flood insurance.

I have video of the flood of 2002, 2003 and 2004. It is in an old format of VHS C. Let me know if you would like me to provide that.

I hope to hear from you to be considered in the Mitigation Program.

Regards,
Cathy Castana
404-587-6402
ccast@bellsouth.net

City of Sandy Springs
Flood Hazard Mitigation Program Questionnaire

Property Owners Name: James Burt Peters, Jr.

Address: 505 PINE FOREST RD

Phone Number (daytime): 770 953-9400

E-mail Address: burtp@jbpandassoci.com

Are you located in a Subdivision? If so, which one? Meadowbrook

When was your home constructed? Day _____ Month _____ Year 1973

Are you interested in having your home evaluated for acquisition?

*Please return questionnaire regardless of your interest by December 31, 2009. See return information below.

*Homeowner is responsible for 15% of acquisition and demolition cost.

Yes No

If you are interested in participating in this program, please answer the following questions about your home:

When was your home constructed? Day _____ Month _____ Year 1973

1 - Building type (Please check one of the following):

- | | |
|--|--|
| <input checked="" type="checkbox"/> 1-story w/o basement | <input type="checkbox"/> 1-story w/ basement |
| <input type="checkbox"/> 2-story w/o basement | <input type="checkbox"/> 2-story w/ basement |
| <input type="checkbox"/> Split level w/o basement | <input type="checkbox"/> Mobile Home |
| <input type="checkbox"/> Split level w/ basement | |

2 - Building use (Please check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Primary residence | <input type="checkbox"/> Public Building |
| <input type="checkbox"/> Rental Property | <input type="checkbox"/> House of Worship |
| <input type="checkbox"/> Secondary Residence | <input type="checkbox"/> Multi-family |
| <input type="checkbox"/> Commercial Property | |

3 - Type of construction (Please check one of the following):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Wood Frame | <input type="checkbox"/> Concrete Block |
|--|---|

4 - Total square footage of Home (include heated or cooled areas only)

1824 square feet

5 – Are there any accessory or out buildings on the property?

No Yes If yes, describe: _____

If "Yes", are they attached or detached?

Attached Detached

6 – Foundation Type:

Slab on Grade Crawl Space Basement

7- Flood Insurance:

Is this property currently covered by Flood Insurance? No Yes

If yes, please provide a copy of your declarations page.

8 – History of Damages to the property (This is very important)

Please provide any information/documentation you have on past flood damage to your property. Information we need include Dates of the event(s), Description of damages, Depth of Flooding inside the home, Costs of repairs/replacements, and any supporting photographs or documentation. Feel free to attach additional pages as necessary.

Date	Description of Damage	Depth of Flooding	Cost of Repairs
9/16/2009	Sunroom under water, Crawl Space full	< 6"	\$149,202.97
9/22/2009	Water throughout house Crawl Space full	< 2"	\$60,398.56

Additional Comments –

Please provide any additional comments you feel would be helpful to this program

Return to: Katherine McLeod
3300 Highlands Parkway, Suite 255
Smyrna GA 30082
770-803-0668 (fax)

City of Sandy Springs
Flood Hazard Mitigation Program Questionnaire

Property Owners Name: Courtney & Jamie Walker
Address: 510 Pine Forest Rd Atlanta, GA 30342
Phone Number (daytime): (404) 787-9544, (404) 314-8584
E-mail Address: jwalker@rinservices.com, cp.walker@comcast.net
Are you located in a Subdivision? If so, which one? Meadow Brook
When was your home constructed? Day 1 Month 1 Year 1962

Are you interested in having your home evaluated for acquisition?

*Please return questionnaire regardless of your interest by December 31, 2009. See return information below.

*Homeowner is responsible for 15% of acquisition and demolition cost. *counted toward 15% match per Tom Black*

Yes No

If you are interested in participating in this program, please answer the following questions about your home:

When was your home constructed? Day 1 Month 1 Year 1962

1 - Building type (Please check one of the following):

- | | |
|--|--|
| <input checked="" type="checkbox"/> 1-story w/o basement | <input type="checkbox"/> 1-story w/ basement |
| <input type="checkbox"/> 2-story w/o basement | <input type="checkbox"/> 2-story w/ basement |
| <input type="checkbox"/> Split level w/o basement | <input type="checkbox"/> Mobile Home |
| <input type="checkbox"/> Split level w/ basement | |

2 - Building use (Please check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Primary residence | <input type="checkbox"/> Public Building |
| <input type="checkbox"/> Rental Property | <input type="checkbox"/> House of Worship |
| <input type="checkbox"/> Secondary Residence | <input type="checkbox"/> Multi-family |
| <input type="checkbox"/> Commercial Property | |

3 - Type of construction (Please check one of the following):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Wood Frame + Brick | <input type="checkbox"/> Concrete Block |
|--|---|

4 - Total square footage of Home (include heated or cooled areas only)

2567 square feet

5 – Are there any accessory or out buildings on the property?

No Yes If yes, describe: _____

If "Yes", are they attached or detached?

Attached Detached

6 – Foundation Type:

Slab on Grade Crawl Space Basement

7- Flood Insurance:

Is this property currently covered by Flood Insurance? No Yes

If yes, please provide a copy of your declarations page.

8 – History of Damages to the property (This is very important)

Please provide any information/documentation you have on past flood damage to your property. Information we need include Dates of the event(s), Description of damages, Depth of Flooding inside the home, Costs of repairs/replacements, and any supporting photographs or documentation. Feel free to attach additional pages as necessary.

Date	Description of Damage	Depth of Flooding	Cost of Repairs
9/21/09	4 feet up on sheat rock (walls) and down a total loss (including hardwoods, sub floor, cabinets, tile, Appliances, wall paper, etc.). House completely gutted 4 feet and down.	8-10 inches in house (entire)	\$111,067.20
9/16/04	Same as above.	14-16 inches in back room. 2-4 inches in rest of home	\$100,292.83

Additional Comments –

Please provide any additional comments you feel would be helpful to this program

No known major Flooding in house/neighborhood since built in 1962. upstream developements, estate home built directly

behind our house (built 2000) since 2000, and undersized / poor
drainage routing as has caused increased risk of catastrophic
flooding to our property. According to neighbors who have

Return to: Katherine McLeod
3300 Highlands Parkway, Suite 255
Smyrna GA 30082
770-803-0668 (fax)

Lived in the neighborhood
since to 503, there was

a creek that ran between our home & 500 Pine Forest.
This creek was filled in by developers when our house
was built in 1962. This natural drainage outlet still
occurs during heavy rains and compounds drainage issues &
flooding occurrences. The source of the flood waters
first enter through our property and exits last from
our land.

We have taken recent video of the water
drainage from Brookfield (behind our house) which we
can copy and forward to you if it helps. My
neighbors also have numerous photos of flooding
on 9/21/09 available.

City of Sandy Springs
Flood Hazard Mitigation Program Questionnaire

Property Owners Name: Estate of Roberta Attaway
Address: 520 Pine Forest Rd, NE ATLANTA
Phone Number (daytime): 770-367-1905 *Jeanette McConchie (cell) 30342*
E-mail Address: jpmcconchi@aol.com
Are you located in a Subdivision? If so, which one? Meadowbrook

When was your home constructed? Day _____ Month _____ Year 1964

Are you interested in having your home evaluated for acquisition? yes *rebuilt 1991-92 due to fire*

*Please return questionnaire regardless of your interest by December 31, 2009. See return information below.

*Homeowner is responsible for 15% of acquisition and demolition cost.

Yes No

If you are interested in participating in this program, please answer the following questions about your home:

When was your home constructed? Day _____ Month _____ Year 1964

1 - Building type (Please check one of the following):

- 1-story w/o basement
- 1-story w/ basement
- 2-story w/o basement
- 2-story w/ basement
- Split level w/o basement
- Mobile Home
- Split level w/ basement

2 - Building use (Please check all that apply):

- Primary residence
- Public Building
- Rental Property
- House of Worship
- Secondary Residence
- Multi-family
- Commercial Property

3 - Type of construction (Please check one of the following):

- Wood Frame
- Concrete Block

4 - Total square footage of Home (include heated or cooled areas only)

~1600 square feet

Attaway
520 Pine Forest Rd

5 - Are there any accessory or out buildings on the property?

No Yes If yes, describe: storage building on slab

If "Yes", are they attached or detached?

Attached Detached

6 - Foundation Type:

Slab on Grade Crawl Space Basement

7- Flood Insurance:

Is this property currently covered by Flood Insurance? No Yes

If yes, please provide a copy of your declarations page.

8 - History of Damages to the property (This is very important)

Please provide any information/documentation you have on past flood damage to your property. Information we need include Dates of the event(s), Description of damages, Depth of Flooding inside the home, Costs of repairs/replacements, and any supporting photographs or documentation. Feel free to attach additional pages as necessary.

Date	Description of Damage	Depth of Flooding	Cost of Repairs
~ 1973	wet carpet-	< 1"	don't know - carpet cleaning only
~ 1982	wet carpet	< 1"	don't know - carpet cleaning only
Sept 2004	replace all flooring replace sheetrock - 2' repaint cleaned furniture many articles thrown away	4-6"	~ \$30,000 ⁰⁰ incl FEMA + personal money
Sept 2009	2 bathrooms - total Renovation Kitchen - total renovation replace subflooring + flooring Joists under house need supporting in some places New sheetrock throughout house (3'4')	~ 2-3"	\$50,000 + building \$30,000 + counter

no flood ins. *

Additional Comments -

Please provide any additional comments you feel would be helpful to this program

Mrs Attaway purchased home in 1967. Home is being cared for by Jeanette McConchie, executor

MRS Attaway is deceased, so I do not
have exact information prior to 2004. The
home is vacant, so please either call,
e-mail or mail to:

Return to: Katherine McLeod
3300 Highlands Parkway, Suite 255
Smyrna GA 30082
770-803-0668 (fax)

Jeanette McConchie
3655 Newport Bay Dr
Alpharetta, GA 30005
770-367-1905 (cell)
jpmcconchi@aol.com

City of Sandy Springs
Flood Hazard Mitigation Program Questionnaire

Property Owners Name: Jeffrey T. Schultz

Address: 550 Pine Forest Rd NE

Phone Number (daytime): 770-673-2161

E-mail Address: jeffschultz@bellsouth.net

Are you located in a Subdivision? If so, which one? Meadowbrook

When was your home constructed? Day _____ Month _____ Year 1957

Are you interested in having your home evaluated for acquisition?

*Please return questionnaire regardless of your interest by December 31, 2009. See return information below.

*Homeowner is responsible for 15% of acquisition and demolition cost.

Yes No

If you are interested in participating in this program, please answer the following questions about your home:

When was your home constructed? Day _____ Month _____ Year 1957

1 - Building type (Please check one of the following):

- 1-story w/o basement
- 1-story w/ basement
- 2-story w/o basement
- 2-story w/ basement
- Split level w/o basement
- Mobile Home
- Split level w/ basement

2 - Building use (Please check all that apply):

- Primary residence
- Public Building
- Rental Property
- House of Worship
- Secondary Residence
- Multi-family
- Commercial Property

3 - Type of construction (Please check one of the following):

- Wood Frame
- Concrete Block

4 - Total square footage of Home (include heated or cooled areas only)

1800 square feet

5 - Are there any accessory or out buildings on the property?

No Yes If yes, describe: _____

If "Yes", are they attached or detached?

Attached Detached

6 - Foundation Type:

Slab on Grade Crawl Space Basement

7- Flood Insurance:

Is this property currently covered by Flood Insurance? No Yes

If yes, please provide a copy of your declarations page.

8 - History of Damages to the property (This is very important)

Please provide any information/documentation you have on past flood damage to your property. Information we need include Dates of the event(s), Description of damages, Depth of Flooding inside the home, Costs of repairs/replacements, and any supporting photographs or documentation. Feel free to attach additional pages as necessary.

Date	Description of Damage	Depth of Flooding	Cost of Repairs
9-17-04	1 inch of water ruined hardwood floors & carpet - previous owner - crawl space full of water	1 inch	\$40,000
9-28-09	Water flooded into house 2 inches in depth - all walls, insulation, & floors replaced & remediated	2 inches	\$72,000
	* water was 3 inches over 100 year Flood plain level - crawl space full of water		

Additional Comments -

Please provide any additional comments you feel would be helpful to this program

if my house had 6 more inches built up it would have sustained little damage but water in crawl space.

Return to: Katherine McLeod
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Smyrna GA 30082
770-803-0668 (fax)

City of Sandy Springs
Flood Hazard Mitigation Program Questionnaire

Property Owners Name: Jerry Burnstein

Address: 6285 Rivershore Pkwy Sandy Springs GA 30328

Phone Number (daytime): 404 252 9866

E-mail Address: Eburnstein@aol.com (Not the best way to reach me.) ^{I'm 81} years old

Are you located in a Subdivision? If so, which one? Rivershore Estates

When was your home constructed? Day _____ Month _____ Year 1964

Are you interested in having your home evaluated for acquisition?

*Please return questionnaire regardless of your interest by December 31, 2009. See return information below.

*Homeowner is responsible for 15% of acquisition and demolition cost.

Yes No

If you are interested in participating in this program, please answer the following questions about your home:

When was your home constructed? Day _____ Month _____ Year 1964

1 – Building type (Please check one of the following):

- | | |
|--|--|
| <input checked="" type="checkbox"/> 1-story w/o basement | <input type="checkbox"/> 1-story w/ basement |
| <input type="checkbox"/> 2-story w/o basement | <input type="checkbox"/> 2-story w/ basement |
| <input type="checkbox"/> Split level w/o basement | <input type="checkbox"/> Mobile Home |
| <input type="checkbox"/> Split level w/ basement | |

2 – Building use (Please check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Primary residence | <input type="checkbox"/> Public Building |
| <input type="checkbox"/> Rental Property | <input type="checkbox"/> House of Worship |
| <input type="checkbox"/> Secondary Residence | <input type="checkbox"/> Multi-family |
| <input type="checkbox"/> Commercial Property | |

3 – Type of construction (Please check one of the following):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Wood Frame | <input type="checkbox"/> Concrete Block |
|--|---|

4 – Total square footage of Home (include heated or cooled areas only)

2300 square feet

5 – Are there any accessory or out buildings on the property?

No Yes If yes, describe: _____

If "Yes", are they attached or detached?

Attached Detached

6 – Foundation Type:

Slab on Grade Crawl Space Basement

7- Flood Insurance:

Is this property currently covered by Flood Insurance? No Yes

If yes, please provide a copy of your declarations page.

8 – History of Damages to the property (This is very important)

Please provide any information/documentation you have on past flood damage to your property. Information we need include Dates of the event(s), Description of damages, Depth of Flooding inside the home, Costs of repairs/replacements, and any supporting photographs or documentation. Feel free to attach additional pages as necessary.

Date	Description of Damage	Depth of Flooding	Cost of Repairs
April 1976	Full house flooded. Loss of furniture & Carpets, furnace	10"	\$14,000.00
July 1992	Full house flooded Loss of furniture & Carpets, furnace	14"	\$30,000.00
Sept 21 2009	Full House Flooded Loss of furniture, carpets, furnace, HVAC, electric	40"	\$150,000.00

Additional Comments –

Please provide any additional comments you feel would be helpful to this program

All paperwork for the first two floods was destroyed by the third flood.