

00-0-1112

(Do Not Write Above This Line)

AN ORDINANCE BY

*W. Adams*

AN ORDINANCE AMENDING THE 2000 (INTER-GOVERNMENTAL GRANT FUND) BUDGET ANTICIPATING AND APPROPRIATING IN THE AMOUNT OF \$126,361.00 FROM THE GEORGIA DEPARTMENT OF NATURAL RESOURCES, ENVIRONMENTAL PROTECTION DIVISION FOR THE PURPOSE OF STAFFING AND IMPLEMENTING YEAR-1 OF THE COMPREHENSIVE SCRAP TIRE ENFORCEMENT AND EDUCATION PROGRAM; AND FOR OTHER PURPOSES.

ADOPTED BY

AUG 07 2000

COUNCIL

SUBSTITUTE

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER

Date Referred 7/17/00

Referred To:

*CD/HAR*

First Reading

Committee

Date

Chair

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

*As substituted*

Members

*W. Adams  
Mable Thomas*

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Others

Members

Refer To

Committee

Date

Chair

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Others

Members

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Others

Members

Refer To

COUNCIL ACTION

2nd  1st & 2nd  3rd Readings

Consent  V Vote  RC Vote

CERTIFIED

CERTIFIED  
AUG 7 2000  
ATLANTA CITY COUNCIL PRESIDENT  
*Robert A. Parker*

CERTIFIED  
AUG 07 2000  
*Rachel Douglas Johnson*  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED  
AUG 09 2000  
*[Signature]*  
MAYOR



**AN ORDINANCE BY DERRICK BOAZMAN  
AS SUBSTITUTED BY COMMUNITY DEVELOPMENT  
AND HUMAN RESOURCES COMMITTEES**

**AN ORDINANCE AMENDING THE 2000  
(INTERGOVERNMENTAL GRANT FUND) BUDGET  
ANTICIPATING AND APPROPRIATING IN THE AMOUNT OF  
\$126,361.00 FROM THE GEORGIA DEPARTMENT OF  
NATURAL RESOURCES, ENVIRONMENTAL PROTECTION  
DIVISION FOR THE PURPOSE OF STAFFING AND  
IMPLEMENTING YEAR-1 OF THE COMPREHENSIVE SCRAP  
TIRE ENFORCEMENT AND EDUCATION PROGRAM; AND  
FOR OTHER PURPOSES.**

**WHEREAS**, the City applied to the Georgia Department of Natural Resources, Environmental Protection Division (EPD) for a Year-1 Comprehensive Scrap Tire Enforcement and Education Grant Program for the purpose of developing an initiating an integrated environmental program complying with the Comprehensive Solid Waste Management Act and the Rule for Solid Waste Management; and

**WHEREAS**, the EPD awarded a grant in the amount of one hundred twenty six thousand three hundred and sixty-one dollars and no cents (\$126,361) to support the City's Scrap Tire Enforcement and Education Program for an initial term beginning July 1, 2000 that may be renewed upon written mutual consent of both parties to continue for a period of two (2) years; and

**WHEREAS**, the grant includes funds for personnel and operating cost associated with the implementation of the program by the Bureau of Neighborhood Services and the Keep Atlanta Beautiful program; and

**WHEREAS**, the Budget Commission of the City of Atlanta, Georgia recommends increasing estimated receipts in the Intergovernmental Grant Fund by one hundred twenty six thousand three hundred sixty-one dollars and no cents (\$126,361.00).

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, as follows:

**Section 1:** That the 2000 (Intergovernmental Grant Fund) Budget be and is hereby amended as follows:

**ADD TO ANTICIPATIONS**

1B02 J53X0210KEMO 632101	Scrap Tire Abatement Program State Grants/Entitlements Ga. DNR. EPA. Grant	\$126,361.00
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ADD TO APPROPRIATIONS

1B02	Y42Q0274KEMO	Scrap Tire Abatement Program (Enforcement/Education)	
71****		Personnel Services	\$ 84,936.00
72****		Other Services	7,9675.00
75****		Internal Service Expenses	\$ 3,200.00
77****		Capital Expenses	<u>30,250.00</u>
			<u>\$126,361.00</u>

**Section 2:** That the following position shall be created in the unclassified service within the Department of Planning, Development and Neighborhood Conservation, Bureau of Neighborhood Conservation in order to implement the Scrap Tire Enforcement and Education program. Position to be charged to and paid from FAC 1B02 511001 Y42Q0274KEMO effective July 1, 2000:

POSITION NUMBER	CLASSIFICATION	CLASS CODE	SALARY RANGE
22977	Codes Compliance Officer	523004	11
22978	Customer Service Rep Sr	122003	09

**Section 3:** That all positions contained herein shall be subject to the availability of funds from the Georgia Department of Natural Resources, Environmental Protection Division (EPD) for the purpose of funding these positions and said positions shall be terminated and abolished at such time as funding is no longer available to fund said positions.

**Section 4:** That the all ordinances and parts of ordinances in conflict herewith be and are hereby repealed.

A true copy,  
  
Deputy Clerk

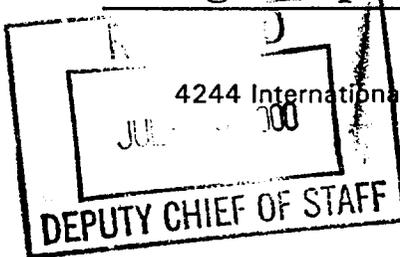
ADOPTED by the City Council  
APPROVED by the Mayor

AUG 07, 2000  
AUG 09, 2000



JUN 30 2000

# Georgia Department of Natural Resources



Environmental Protection Division

Planning & Administrative Support Program

4244 International Parkway, Suite 104, Atlanta, Georgia 30354

Lonice C. Barrett, Commissioner

Harold F. Reheis, Director

(404)363-7026

June 27, 2000

Honorable Bill Campbell, Mayor  
City of Atlanta  
55 Trinity Avenue, SW  
Atlanta, GA 30335-0300

Subject: Local Government Enforcement and Education Grant

Dear Mayor Campbell:

I am pleased to advise you that your work plan and application for assistance in the above program have been approved in the amount of \$126,361.

Please sign two(2) copies of the enclosed agreement and return them to Janet Hardin at the address above. We will send you a copy of the fully executed Agreement when the Director has signed it.

We look forward to working with you. If you need additional information, please contact Ms. Hardin at (404) 362-4501.

Sincerely,

Mark Smith, Chief  
Land Protection Branch

Enclosure

cc: Carl Smart  
Antoinette Cummings  
Harold Reheis  
Region EPD Office  
File EE2000

RC:el/s:\LAND\LANDDOCS\HARDIN\00GRANTS\AWARD\CTYATLAN.WPD



# AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, "EPD"), and the City of Atlanta (hereinafter, "GRANTEE")

## I. RECITALS

**WHEREAS**, the State of Georgia is interested in the promotion of the health and welfare of its citizens; and

**WHEREAS**, cooperative efforts of the state and local governments are beneficial to the citizens of Georgia;

**WHEREAS**, Section 12-8-37.1. of O.C.G.A. provides that EPD may grant and administer funds for the purpose specified therein; and

**WHEREAS**, certain funds were appropriated by the General Assembly for the purposes set forth herein; and

**WHEREAS**, GRANTEE warrants that it has the authority to expend monies for the purposes set forth herein; and

**WHEREAS**, GRANTEE, in a duly held meeting, adopted a resolution, which is attached hereto and incorporated by reference, approving this Agreement and authorizing the acceptance hereof:

**NOW, THEREFORE**, in consideration of the mutual promises and other good and valuable consideration set forth below (the receipt and sufficiency of which is acknowledged by the respective parties), the parties hereby agree as follows:

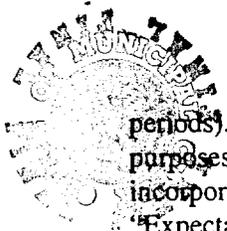
## II. TERMS AND CONDITIONS

### A. TERM

The initial term of this Agreement shall commence July 1, 2000, and upon execution by all parties hereto, and shall thereafter continue for a period of two (2) years. This Agreement may be renewed for upon written mutual consent of the parties. Each respective renewal shall be upon the same terms and conditions, and shall be effected at least thirty (30) days prior to expiration of the initial or then current term of this Agreement.

### B. SCOPE

Subject to the terms and conditions hereinafter set out, EPD hereby agrees to reimburse GRANTEE up to a total of \$126,361.00 over the course of this Agreement (inclusive of the initial term and all renewal



periods). Specifically, EPD agrees to reimburse GRANTEE for those sums hereinafter expended for the purposes and uses set forth and described in GRANTEE'S application attached hereto as Exhibit "A" and incorporated herein and made a part hereof. Enforcement programs must also comply with the "Expectations of Local Code Enforcement Officers" attached hereto as Exhibit "B", and education programs must comply with the "Expectations of Local Education Programs" attached hereto as Exhibit "C". All exhibits are incorporated herein and made a part hereof, and (hereinafter, the items in Exhibit "A", Exhibit "B", and Exhibit "C" will be referred to as "Allowable Purposes").

**C. PAYMENT**

(1) A request for reimbursement of expenditures for Allowable Purposes (hereinafter, "Request for Reimbursement") shall be submitted to EPD on forms designated by EPD. Requests for Reimbursement may be submitted as and when respective tasks are completed in connection with the Allowable Purposes by GRANTEE provided, however, no more than a total of one (1) Request for Reimbursement shall be submitted by GRANTEE to EPD within any given ninety (90) day period. Requests for Reimbursement shall be submitted to the following person at EPD: **Janet Hardin, Environmental Project Administrator, 4244 International Parkway, Suite 104, Atlanta, Ga. 30354.**

(2) Before a Request for Reimbursement will be considered by EPD, the respective tasks for which reimbursement is sought must first have been completed by GRANTEE and a quarterly report (see paragraph H) documenting such must first have been submitted by GRANTEE.

(3) Upon receipt of all required documentation, EPD will conduct its review of the Quarterly Report and the Request for Reimbursement, and, thereafter, provide written notification to GRANTEE as to which portion of the requested funds will be reimbursed to GRANTEE (hereinafter, "the Reimbursed Costs"). Except as may otherwise be provided herein, payment of the Reimbursed Costs shall be made within thirty (30) days of EPD's written notification to GRANTEE of its approval thereof. In no event shall GRANTEE be entitled to receive more than a total of \$126,361.00 pursuant to this Agreement.

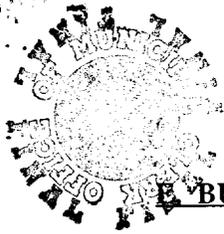
(4) The following person(s) are hereby designated as being authorized to receive payment of the Reimbursed Costs on behalf GRANTEE:

NAME:	TITLE:
ADDRESS:	
TELEPHONE #:	FAX#:

The above person(s) may be substituted or changed by GRANTEE upon written notice to EPD pursuant to paragraph M below.

**D. USE OF FUNDS**

The Reimbursed Costs must have been used only for the Allowable Purposes designated herein and for no other purpose. In the event EPD determines that the Reimbursed Costs (or portion thereof) have been utilized for any non-Allowable Purpose, EPD shall, in addition to any other remedies available to it, be entitled to treat such unauthorized use of the Reimbursed Costs as a material default by GRANTEE pursuant to the provisions of Paragraph J(1) below.



## **BUDGET CHANGES**

The GRANTEE must request approval for any and all budget changes. A reallocation of funds may be requested by submitting a budget revision in the same format used in the original application. The request shall be accompanied by a narrative justification for the proposed reallocation. Approval will not be given to those requests for reallocation which do not support the goals and objectives of the grant program.

## **F. ACCOUNTING RECORDS/RIGHT TO INSPECT**

### **(1) Accounting System/Records Retention Requirements**

GRANTEE agrees to maintain an accounting system which meets the requirements of the Government Accounting Standards Board (hereinafter "GASB"). The accounting system shall maintain books, records, documents, and other evidence which pertain to and sufficiently support (in accordance with GASB) the Reimbursed Costs provided to GRANTEE pursuant to this Agreement (hereinafter collectively, "The Records"). Accounting procedures, policies, and The Records shall be completely open to State audit at any time during and for a period of five (5) years from the date of payment of the Reimbursed Costs, and GRANTEE shall preserve and make available such accounting procedures, policies and The Records during such time period. GRANTEE may, with the prior written consent of EPD, and in fulfillment of its obligation to retain The Records as required by this paragraph, substitute photographs, microphotographs or other authentic reproductions of The Records, after the expiration of two (2) years following the date of payment of the respective Reimbursed Costs to which such Records relate, unless a shorter period is authorized by EPD with the concurrence of the State Auditor or his duly authorized representative. Permission to substitute The Records as provided herein shall be within the sole discretion of EPD.

### **(2) Audit Requirements**

The State standards for audits of contractors, and programs conducted under this Agreement are applicable to this section and are incorporated by reference as though fully set out herein.

## **G. RIGHT TO INSPECT WORK**

EPD, the State Auditor of Georgia, or their authorized representatives shall, during normal business hours, have the right to enter into the premises of GRANTEE and/or all subcontractors, or such other places where the work for which the Reimbursed Costs are provided herein has been performed, for the purpose of inspecting, monitoring, or otherwise evaluating such work.

## **H. PERIODIC REPORTS**

At least once every three (3) months throughout the course of this Agreement (inclusive of the initial term and all renewal periods), GRANTEE shall submit a written report to EPD. The written report shall include any information with respect to the Reimbursed Costs and activities related to the Allowable Purposes under the Agreement. Said report shall be submitted to EPD in a format designated by EPD.



**RELATIONSHIP OF THE PARTIES**

Neither GRANTEE nor any of its respective agents, servants, employees or subcontractors shall become or be deemed to become an agent, servant or employee of EPD as a result of this Agreement. Provided further, this Agreement shall not be construed so as to create a partnership or joint venture between GRANTEE and EPD.

**J. TRADING WITH STATE EMPLOYEES**

The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20 et seq. in any respect.

**K. TERMINATION**

This Agreement may be terminated by EPD for any or all of the following reasons: for any default by GRANTEE; for the convenience of EPD; and in the event sufficient funds no longer exist for the payment of EPD's obligations hereunder. Each of these is described in the following paragraphs.

(1) Termination for Default

The failure of GRANTEE to comply with any term, condition, or provision of this Agreement shall, at the option of EPD, constitute a default by GRANTEE. In the event of default, EPD shall notify GRANTEE in writing by hand-delivery or by certified or registered mail, return receipt requested, of the specific act or omission of GRANTEE which constitutes default. GRANTEE shall have fifteen (15) days from the date of receipt of such notification to cure such default.; provided, however, if, in the sole discretion of EPD, GRANTEE'S default poses an imminent danger to the safety and health of the general public, EPD may require in the written notification that GRANTEE cure the default within a time period less than fifteen (15) days. In the event of default, and during the above specified grace period, performance under the Agreement shall continue as though the default had never occurred. In the event the default is not cured in fifteen (15) days (or within such other time period as required by EPD in the written notification of default to GRANTEE), EPD may, at its sole option, terminate this Agreement for default. Such termination shall be accomplished by written notice of termination forwarded to GRANTEE by certified or registered mail and shall be effective at the close of business on the date specified in the notice. Upon effective termination of this Agreement as provided herein, GRANTEE shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD), and shall immediately return to EPD all Reimbursed Costs (or, in the case of a default due to use of the Reimbursed Costs for non-Allowable Purposes as described in Paragraph D above, such portion of the Reimbursed Costs as was used for the non-Allowable purposes) previously paid to GRANTEE. The remedies provided EPD herein shall be in addition to and not in lieu of any other remedies that EPD may have by reason of GRANTEE'S breach of this Agreement.

(2) Termination for Convenience

EPD may terminate this Agreement in whole or in part whenever, for any reason, EPD shall determine that such termination is in the best interest of the State of Georgia. In the event that EPD elects to terminate the Agreement pursuant to this provision, it shall so notify GRANTEE by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. Upon effective termination of this Agreement as provided herein, GRANTEE shall not be entitled to any further payments





a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

**P. AUTHORITY/OPEN MEETINGS**

GRANTEE warrants that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of GRANTEE has been properly authorized and empowered to enter into this Agreement. GRANTEE certifies that in approving this Agreement that it has complied with the requirements of Chapter 14 of Title 50 of the Official Code of Georgia Annotated regarding open meetings. GRANTEE further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

**Q. SEVERABILITY**

If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken herefrom.

**R. HEADINGS**

The paragraph headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**S. AMENDMENTS IN WRITING**

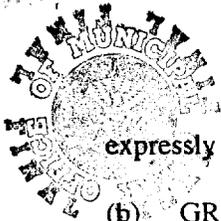
No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

**T. ASSIGNMENT**

GRANTEE shall not assign its right to receive Reimbursed Costs, or any obligations required of it pursuant to this Agreement without the express written consent of EPD.

**U. HOLD HARMLESS OBLIGATIONS**

(a) GRANTEE shall hold EPD, its agents and employees, harmless from any and all claims resulting from or arising out of the grant, including, without limitation, damage claims for injury to persons or property. In the event a lawsuit is filed against EPD for the State of Georgia in connection with the Agreement, GRANTEE shall, at its own expense, be entitled to and shall have the duty to participate in the defense of the lawsuit if EPD gives GRANTEE immediate notice in writing of the institution of such suit, permits GRANTEE to fully participate in the defense of the suit, and gives GRANTEE all available information, assistance and authority or enable GRANTEE to do so. No settlement or compromise of any claim, loss or damage asserted against EPD or the State shall be binding upon EPD or the State unless



expressly approved in writing by EPD and the State.

(b) GRANTEE has submitted an application for the funds herein, and expressly acknowledges that EPD, its agents and employees, in passing through such funds, has neither assumed nor undertaken any legal duties to GRANTEE or others. GRANTEE agrees to make no claims or demands against EPD, its agents or employees, for any damages that may result from or arise out of the disbursement of the funds hereunder, even if such claims or demands are made against GRANTEE.

#### **V. CONFLICTS OF INTEREST**

GRANTEE hereby attests that all of the officials of GRANTEE have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20-45-10-28 and 36-67A-1-36-67A-4) or under any local ordinance, charter, rule, or regulation and that they shall comply with same throughout the term of this Agreement.

#### **W. COPYRIGHT**

No report, surveys, or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of GRANTEE.

#### **X. DRUG-FREE WORKPLACE**

GRANTEE hereby certifies that:

- (1) A drug-free workplace will be provided for GRANTEE'S employees during the performance of this Agreement; and
- (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

#### **Y. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.



IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**GEORGIA DEPARTMENT OF NATURAL RESOURCES,  
ENVIRONMENTAL PROTECTION DIVISION ("EPD")**

By:

\_\_\_\_\_  
Harold F. Reheis, Director

\_\_\_\_\_  
Notary Public

**City of Atlanta ("GRANTEE")**

By:

\_\_\_\_\_  
Bill Campbell, Mayor

ATTEST:

\_\_\_\_\_  
Title:

S:JHardin/00agreement/city.frm



**RESOLUTION**

**WHEREAS**, the City Council of the City of Atlanta has applied to the Environmental Protection Division of the Department of Natural Resources for a grant of financial assistance programs; and

**WHEREAS**, such programs are necessary to provide adequately for the public health and welfare;

**IT IS HEREBY RESOLVED** by the City Council that the proposed Agreement for this **STATE GRANT** be and the same is hereby approved and the Mayor is herewith authorized to execute, on behalf of the City of Atlanta and the City Council, referenced Agreement and any other related documents or papers necessary to obtain the grant as provided therein.

This \_\_\_\_\_ day of \_\_\_\_\_, 2000

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk  
(Seal)

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

FEDERAL ID# \_\_\_\_\_

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member



## CERTIFICATION

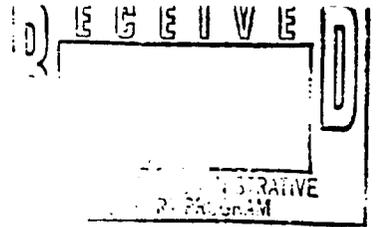
I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the City of Atlanta on the date so stated in said Resolution.

I further certify that I am the City Clerk and that said Resolution has been duly entered in the official records of said City and remains in full force and effect this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Signature

S:JHardin/00agreement/city.frm

EXHIBIT A



Georgia Department of Natural Resources  
Environmental Protection Division  
Scrap Tire Program  
Local Government Grant Application

Local Environmental Compliance Program Year 1 Grant



1. Name, county, and address of Applicant (\*See Instructions on Back): City of Atlanta, Department of Planning, Development and Neighborhood Conservation - Bureau of Housing Code Enforcement
2. Employer Identification (EIN): 58-6000511 E-mail: Csmart@ci.atlanta.ga.us
3. Contact Person Carl Smart, Director Bureau of Neighborhood Conservation
4. Telephone: (404) 330-6133 Fax (404) 658-7084
5. Amount of Funds Requested: \$150,000.00 # 126,361
6. Amount Provided Locally: Cash n/a
7. Total Project Cost \$150,000.00
- 8.

Participating Local Government	Designated Representative (Name, title and telephone number)
Carl Smart	Carl Smart, Director of Neighborhood Conservation

9.

Partners (Name of Organization(s))	Role (or Responsibility)	Designated Representative (Name, title and telephone number)
Keep Atlanta Beautiful	Education Component	<u>330-6772</u> Antoinette Cummings, Director of Keep Atlanta Beautiful (404) 330-6100
City of Atlanta Department of Sanitary Services	Assessment, notification and pick-up	Cedric Maddox, Director of Sanitary Services 404.330.6000

10.

Official Signature *Carl L. Smart*  
Name (please print) Carl L. Smart  
Title Director of Neighborhood Conservation

Date 4-28-00

EPD Use Only

Date Received: 4-28-00

Approved:

Grant Number: \_\_\_\_\_

Denied:

11. Mail the application, including required attachments to:

Georgia Environmental Protection Division  
ATTN: Scrap Tire Program  
4244 International Parkway, Suite 104  
Atlanta, Georgia 30354

Applicant Compliance:

- Solid Waste Plan
- Solid Waste Act and Rules
- Qualified Local Government
- Service Delivery Strategy

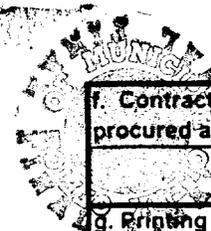
Please see instructions on the back of this form.

## BUDGET INFORMATION

### State and Non-State Funds

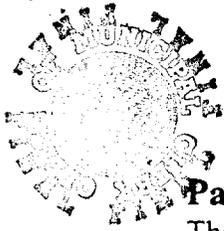
**Object Class Categories**

a. Personnel (program Staffing - include and indicate vacant positions)	Annual Salary Rate	Work Years	Personnel Cost	State Funds	Local Match
Hsng Code Enforce Officer (SR 11 -3) vacant	27,916	1.00	27,916		
Hsng Code Enforce Officer (SR 11 -3) vacant			-	Review staff level mid-year	
Customer Service Rep Sr (SR 9 - 1) vacant	22,871	1.00	22,871		
Admin Asst (Part time 50% SR 11-1) vacant <b>EDUCATION ASST.</b>	25,594	0.50	12,797		
<b>PERSONNEL TOTAL</b>		<b>2.50</b>		<b>63,584</b>	<b>0</b>
<b>b. Fringe Benefits</b>	<small>Full time exp</small>	<small>Fringe rate</small>		<b>State Funds</b>	<b>Local Match</b>
Calculated at (27.13% of full time employees salary cost \$78,703)	50,787	27.13%	21,352		
<b>FRINGE TOTAL</b>				<b>21,352</b>	<b>0</b>
<b>c. Travel</b>				<b>State Funds</b>	<b>Local Match</b>
Training, travel, per diem and registration for courses/conferences sponsored by NRC, GACE, etc.			2,000		
Auto allowance for Admin Asst @ 32.5 cents per mile <i>(ineligible expense) JH 6/24/00</i>			239		
<b>TRAVEL TOTAL</b>				<b>2000 2,239</b>	<b>0</b>
<b>d. Equipment: List each item costing \$5,000 or more to be purchased for this project:</b>				<b>State Funds</b>	<b>Local Match</b>
Ford .5 ton pick up truck for inspector : Alternative Fuel			26,000		
<b>Equipment Total</b>				<b>26,000</b>	<b>0</b>
<b>e. Supplies: List by groups as appropriate</b>				<b>State Funds</b>	<b>Local Match</b>
Consumable office supplies for 2.5 staff positions			1,500	1,000	
one digital cameras for inspectors @\$525			525	525	
one HP 2100 printer			800	800	
three file cabinets for Administrative support staff & inspectors @\$450			1,350	1,000	
Office cubicles/desk for staff			800	800	
two computers for inspector and Admin Asst @\$2,250			4,500	2,250	
one computer for Cust Serv Rep Sr. @\$2,000			2,000	2,000	
Service of office equipment			<del>250</del>	0	
Software (database application)			250	250	
GACE & SWANA memberships			250	250	
Uniforms (inspectors badges, caps)			100	100	
Advertising/ public notices			250	250	
<b>Supplies Total</b>				<b>9925 12,575</b>	<b>0</b>



f. Contractual: List each planned contract separately, type of services to be procured and estimated cost.	State Funds	Local Match
NONE  Contracts Total	0	0
g. Printing	State Funds	Local Match
Printing of bus cards, forms, notices  1,000 Printing Total	1,000	0
h. Other: Explain by major categories any items not included in above standard budget categories	State Funds	Local Match
Motor Fuel for truck assigned to inspector (one requested truck) 2,500		
Maintenance for truck (should be no maintenance 1 <sup>st</sup> year) 750		
JH 6/24/00 Other Total	2500 -3,250	
i. TOTAL CHARGES: (Sum of Items a. Through h.)	120,000	
j. TOTAL LOCAL FUNDS		0
k. TOTAL STATE GRANT FUNDS REQUESTED	120,000	0

\$ 126,361



## PROGRAM NARRATIVE

### **Participating Local Governments**

The City of Atlanta is the participating local government serving a population of 429,725. An effort will be made to confer with other local jurisdictions, particularly Fulton and DeKalb counties.

### **The Partnership**

The proposed workplan includes an interdepartmental collaboration of the Department of Planning, Housing and Neighborhood Conservation - Bureau of Housing Code Inspection, the Department of Sanitary Services, the Neighborhood Deputies Program and Keep Atlanta Beautiful.

### **Current Solid Waste Management Program**

Solid Waste Services collected trash from more than 87,000 single-family residences for an annual total of 4,524,000 this past year. These employees also assembled and distributed Herbie Curbies and picked up trash from 80,000 multi-family residences for an annual total of 8,320,000. In addition, Solid Waste collected and disposed of trash generated from more than 100 special events. The Yard Trimmings Division Program distributed more than 500 tons of finished compost and mulch to the Food Bank Community Garden Program, the Atlanta Urban Garden Program and dozens of neighborhood beautification projects. After a violent storm hit metro Atlanta in June division employees removed and disposed of tons of debris the storm created. These services ensure that Atlantans live in a clean city.

### **Current Environmental Educational and Enforcement Activities**

Environmental education is very important to the City and many departments have environmental education programs: The Department of Public Works, the Department of Aviation, the Department of Parks and Recreation, the Mayor's Office of Environmental Affairs, and the Department of Water. The City's Keep Atlanta Beautiful Campaign administers environmental education, particularly as it relates to scrap tires. The Keep Atlanta Beautiful Campaign will be responsible for the education component of the proposed Scrap Tire Enforcement and Education Program. This office has experience in hosting a Scrap Tire Amnesty Day and has produced educational materials regarding scrap tires.

The Bureau of Neighborhood Conservation within the Department of Planning, Development, and Neighborhood Conservation is responsible for the City's code enforcement activities. There are three divisions: Code Compliance, Housing Code Inspection, and Housing Demolition. This Bureau administers code enforcement to ensure safe and decent housing. They process complaints, issue violations and perform inspections. Their work also includes inspection of vacant lots. The Bureau also manages the Neighborhood Deputies Program. The Neighborhood Deputies Program is a volunteer enforcement group that educates communities and provides an alternative process for citizens to report code violations. Currently, we have 141 trained volunteers citywide called Neighborhood Deputies. Each volunteer is expected to do some form of



education, be it door-to-door or an education series in the community newsletter before beginning on the volunteer enforcement side. Neighborhood deputies are trained to view code violations from public rights-of-way. A community's notice form that lists scrap tires has been created to send to violators that have code violations.

### **Scrap Tire Management Needs**

Illegal tire dumping is a chronic problem in Atlanta. As soon as the City completes a major clean up of scrap tires more dumping occurs. It is imperative that we forge a partnership of all related departments to coordinate not only clean up, but also, a centralized code enforcement program. Presently, there is no City code enforcement officer whose activities are dedicated to scrap tire enforcement. The problem of scrap tires is complex. It is important that we get to the root of the problem by identifying the perpetrators and consistently taking legal action against them. Moreover, the legislation regarding scrap tires needs to be examined and revised, as necessary. The proper management of this problem will require hiring and training code enforcement personnel; the administration of customized education and training programs for all segments of the market for tires; the use of technology for tracking and monitoring; and the public awareness and involvement through special events and promotional activities. At present, the City does not have adequate resources to structure the program. Funding from the state will move us forward to achieving the goal of eliminating illegal scrap tire dumping.

### **Work Plan and Program Goals**

The practice of illegal tire dumping has continued to be a major problem in the City of Atlanta for some time. While there are some laws regarding the improper dumping of materials in the City, additional resources are needed to address the magnitude of this problem. The City of Atlanta will strengthen compliance through the enforcement of existing laws and the development of others.

The purpose of the City's Scrap Tire Management Program is to develop and implement local solid waste regulatory programs and related activities to prevent illegal dumping of scrap tires; establish a state approved local scrap tire management program; assist in the removal of small roadside tire dumps within the City of Atlanta; reduce solid waste and gain control of illegal dumping.

The objectives are as follows:

- To develop and establish a scrap tire management program approved by the state;
- To monitor activities of tire dealers, scrap tire generators and carriers;
- To educate the public on local solid waste ordinances and state laws developed to regulate scrap tire generators, carriers, processors and sorters regarding tire dumping;
- To provide a detailed inventory (actual physical location with map) of illegal tire dumps along with documentation of the names and addressees of the property owners and a system of notification;
- To substantially reduce and/or prevent establishment of new illegal tire piles through good scrap tire management, issuance of code violations followed by appropriate action against violators;



To institutionalize scrap tire abatement efforts by building support to provide permanent funding of the program after the grant period.

The objectives of this component will be accomplished through the implementation of the following activities:

- Develop and implement a state approved scrap tire management program to properly control, manage, and prevent illegal scrap tire dumping.
- Develop solid waste regulatory ordinances for the City of Atlanta to include the requirements for scrap tire generators, scrap tire carriers, scrap tire processor and sorters as specified in the Scrap Tire General Program Guidelines published by the Georgia Environmental Protection Division. The ordinance will address proper management and regulate illegal dumping of scrap tires and clean-up of small tire piles in Atlanta;
- Participate in educational forums to brief tire dealers, scrap tire carriers and processors on regulatory requirements and consequences for non-compliance;
- Participate in activities to familiarize the public-at-large of the regulatory requirements specified by the ordinance;
- Hire and train two code enforcement officers to implement enforcement activities. The officers will receive training from and work closely with State environmental officers, in addition to participating in other training programs, as appropriate.
- Inventory and assess the number of illegal scrap tire piles located within the City of Atlanta;
- Install a Hot-line for citizens to report problems with scrap tire disposal;
- Participate in activities to educate the public on how to prevent illegal tire dumping and promote recycling and good scrap tire management practices;
- Facilitate clean up of small (less than 5,000 tires) roadside tire dumps in the City of Atlanta.
- Meet with Fulton County and other jurisdictions surrounding the Atlanta to discuss ways to collaborate efforts to prevent illegal dumping of scrap tires and educate our citizens.
- Continue to search for other funding sources to expand the compliance program through greater enforcement and education resources.
- Utilize the City's Neighborhood Deputies Program (NDP) for special education and enforcement of scrap tire regulations. The NDP consists of trained citizens who are actively involved in code enforcement in their neighborhoods. They are deputized and empowered to identify code violations and issue warning notices to violators. This group, presently consisting of over 150 volunteers, will be very helpful in building a more effective compliance program.

Program Work Plan

The purpose of this grant program is to provide financial incentives to local governments for establishing Local Environmental Compliance Programs which use enforcement and education activities to address (in order of priority): 1. The management of scrap tires, including preventing illegal dumping of scrap tires; and 2. Solid waste reduction and the controlling of illegal dumps.

The objective of a local government program is to determine need (Initial Assessment) or develop an enforcement (environmental compliance) and education program that supports the purpose of the grant program, yet is tailored to meet local needs. In the space provided below identify your goals and the anticipated activities to be undertaken to achieve those goals. The goals must support the overall purpose and objective of the grant program. Please refer to and use both the Evaluation Criteria and Attachment A of the FY2000 "Local Government Enforcement and Education Grant Program" guidelines as guidance in the preparation of your goals and activities. Future grant funding will be based on your progress in meeting these goals. The goals must address activities found in the Evaluation Criteria and Attachment A.

<b>Goal: Implement code enforcement program</b>			
<b>Activity</b>	<b>Responsible Person</b>	<b>Key Date(s) &amp; Milestones</b>	<b>Deliverables or Expected Outcome of the Activity</b>
Hire and train (2) Code Enforcement Officers	Director	begin recruitment by July 1, 2000	officers hired and trained
Adopt Scrap Tire Ordinance	Director	draft ordinance by July 1, 2000	ordinance adopted by Council & Mayor
Identify all scrap tire generators and haulers	Compliance Officer	conduct site visits semi-annually	listing of generators and haulers
<b>Goal: Identify Illegal Dump Sites</b>			
<b>Activity</b>	<b>Responsible Person</b>	<b>Key Date(s) &amp; Milestones</b>	<b>Deliverables or Expected Outcome of the Activity</b>
Obtain locations from inspectors and other depts.	Compliance Officer	prepare initial listing by October 1, 2000	inventory of dump sites
Monitor illegal dumpsites	Compliance Officer	check sites on a monthly basis starting by 10-1-00	record of compliance
Request clean-up assistance	Director	meet with FPD, KGB and Public Works by 10-1-00	clean-up of sites
<b>Goal: Implement Scrap Tire Recycling Program</b>			
<b>Activity</b>	<b>Responsible Person</b>	<b>Key Date(s) &amp; Milestones</b>	<b>Deliverables or Expected Outcome of the Activity</b>
Distribute Handouts	Compliance Officer	begin distribution by 10-1-00	more informed public
Participate in neighborhood meetings and forums	Compliance Officer	begin immediately after hiring and training of Officer	more informed public
Identify legal recyclers	Compliance Officer	July 1, 2000	resource list

Additional pages as needed.



**CITY OF ATLANTA  
EDUCATION PROGRAM WORK PLAN**

**LOCAL ENVIRONMENTAL COMPLIANCE PROGRAM  
"EDUCATION" COMPONENT REQUEST**

**GENERAL OBJECTIVE:** Keep Atlanta Beautiful will hire a "Part Time Administration Assistant" through the grant program. The overall purpose of this position will be to provide direct educational programs to various audiences on reduction, reuse and recycling of scrap tires and recyclables, as well as overall proper solid waste and environmental management. The position will conduct presentations and provide education to four categories: 1) Tire generators and consumers, 2) Neighborhood Planning Units (NPU) and Neighborhood Associations, 3) City of Atlanta Public School System and Youth Organizations, and 4) All Others. This position will primarily be out in the field conducting presentations.

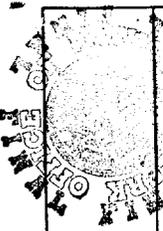
**GOAL:**  
To develop and/or obtain audience-appropriate literature on scrap tire recycling and recycled-content material, proper solid waste management and proper environmental management to distribute during presentations, exhibits or through general requests.

ACTIVITY	RESPONSIBLE PERSON	KEY DATES/ MILESTONES	DELIVERABLES/EXPECTED OUTCOME
To develop community-based literature used to emphasize the importance of proper tire disposal, as well as the health and environmental hazards of improper disposal.	Education Assistant	August 15, 2000 completion	Production of educational materials for general community and civic associations.
To develop school-based literature for each appropriate school level (elementary, middle and high school).	Education Assistant	August 15, 2000 completion	Production of educational materials for school-aged children.
To obtain literature targeting consumer and tire generators with more technical information, including but not limited to local, state and federal laws, the importance of their role in prevention illegal tire dumping, etc	Education Assistant	August 15, 2000 completion	Collection of technical information to provide to tire generators and consumers.
To develop resource literature that will provide residents with information including, but not limited to tire recycling locator s, hotline to report illegal dumping and other environmental violations and recycled-product manufactures.	Education Assistant	August 15, 2000	Production of literature that will allow residents, businesses, etc. to readily have resources and numbers to contact for environmental assistance.



**GOAL:**  
 To conduct presentations and set up exhibits on scrap tire recycling and recycled-content material, proper solid waste management and proper environmental management.

ACTIVITY	RESPONSIBLE PERSON	KEY DATES/ MILESTONES	DELIVERABLES/EXPECTED OUTCOME OF THE ACTIVITY
To promote the Keep Atlanta Beautiful education program through various media outlets, including all print, radio and television and by also using various mailing list. (i.e. Schools, chamber, etc.	Education Assistant	August 1, 2000 - Initial Mail/Fax of Press Releases Ongoing	Inform students, residents, businesses, civic, and all other entities of the Keep Atlanta Beautiful educational program and opportunities.
To maintain schedule of presentations, exhibits and routine visits to tire generators.	Education Assistant	Scheduling to begin heavily September 1 <sup>st</sup> or earlier with special requests. Ongoing	To schedule educational programs during day or evenings and weekends to allow flexible availability to the various groups beginning September 1, 2000
To implement presentations by class, grad level or school within the City of Atlanta School System or through youth centers/organizations.	Education Assistant	September 2000 - June 2001	Conduct presentations within at least 75% of the City of Atlanta schools and/or to reach over 20,000 students. There are 97 total schools within Atlanta.
To implement presentations to all Neighborhood Planning Units (NPU).	Education Assistant	September 2000 - June 2001	To provide education to the 24 NPU groups ongoing and other neighborhood associations. An average of four neighborhood presentations per month.  Presentations will also be conducted in specific areas in conjunction with the cleaning up of the illegal 100+ scrap tires piles for preventive purposes.
To implement presentations to other groups, including but not limited to civic, church, business, etc.	Education Assistant	September 2000 - June 2000	To conduct presentations or exhibits to specialty groups or at community and citywide events.
To work jointly with code enforcement officers to provide literature and education to tire generators and consumers.	Education Assistant	September 2000 - June 2000	To reach the over 800 auto related shops in the City of Atlanta by providing them literature and/or by scheduling educational meetings/visits.



<b>GOAL:</b> To track and maintain written documentation on the number of presentations within the four categories (listed above), the number of individuals reached, and the direct results in regard to scrap tire and litter accumulation.			
ACTIVITY	RESPONSIBLE PERSON	KEY DATES/ MILESTONES	DELIVERABLES/EXPECTED OUTCOME OF THE ACTIVITY
To develop tracking form to document presentations.	Education Assistant	August 1, 2000	Standard tracking form developed and utilized.
To submit forms to Customer Service Representative for data input.	Education Assistant	On-going	Documentation
To assist with implementation of the Keep America Beautiful "Litter Index", a litter accumulation measuring tool.	Education Assistant	June 2001	To develop specific results on scrap tire and litter accumulation relative to specific areas within the city targeted by outreach educational programming.





## Exhibit B

### Expectations of Local Code Enforcement Officers

#### **The scrap tire and solid waste enforcement officer's primary responsibilities are to:**

1. Contact EPD staff within the first month of hiring to schedule an initial orientation meeting.
2. Attend enforcement training as directed by EPD staff.
3. Keep accurate and complete support documentation of day to day activities, including hours worked, cases, inspections, etc...
4. Inventory and assess the number of illegal dumps including scrap tire piles located within the regulatory boundary.
  - a. Issue citations or notices of violation for dumpers or property owners
  - b. Notify EPD of dumps which are not cleaned up
  - c. Prioritize the scrap tire piles according to potential danger to human health and the environment
  - d. Seek local and state assistance for clean up
5. Inspect scrap tire generators:
  - a. Do they have an EPD issued scrap tire generator identification number?
  - b. Are they using permitted scrap tire carriers?
  - c. Are they maintaining copies of completed manifests?
  - d. Are the scrap tires being transported only to an end user or to a scrap tire processor or disposal facility approved by EPD?
  - e. Is the number of scrap tires on site within the allowable storage limits?
  - f. Are their Scrap Tire Fee Reports current?
6. Inspect scrap tire sorters:
  - a. Do they have an EPD issued scrap tire generator identification number?
  - b. Do they have an EPD issued Carrier Permit (if required)?
  - c. After sorting the tires, are they properly re-manifesting the disposition of the scrap tires from the sorting operation to an EPD approved end user or processor?
  - d. Are they maintaining records of tires received, sorted, and scrap tires removed?
  - e. Are their quarterly sorter reports current?
  - f. Is the number of scrap tires on site within the allowable storage limits?
  - g. Are they processing and removing at least 75% of tires received during the quarter?
  - h. Are they in compliance with all other requirements of processing facilities?
7. Assess and address problems:
  - a. Littering
  - b. Open burning
  - c. Improper management of construction and demolition waste



- d. Yard trimmings collection and disposal
  - e. Other local solid waste management problems
  - f. Review local ordinances that address these problems and revise where necessary.
8. Communicate and coordinate with the entity responsible for education to help ensure that effective methods are being used to convey to citizens, school children, industry, and other local government departments the importance of proper solid waste management and the consequences of noncompliance with state and local solid waste ordinances.
  9. Submit a report of the above activities and grant work tasks to EPD on a quarterly basis.
  10. Communicate and coordinate with the local DNR Wildlife Resources Conservation Officer as well as other resource agencies such as the GA Forestry Commission, U.S. Forest Service, US Army Corps of Engineers, US Fish & Wildlife Service, National Parks Service, GEMA, etc.
  11. Communicate on a regular basis with EPD Scrap Tire Program staff.

## Exhibit C

### Expectations of Local Education Programs

The educational component funded by this grant is required to:

1. Promote tire recycling and reuse.
2. Promote citizen involvement in tire abatement programs
3. Educate tire dealers in the requirements of the Scrap Tire Management Program.
4. Promote solid waste management, waste reduction and recycling
5. Communicate and coordinate efforts, where possible, with the entity responsible for enforcement to help ensure that effective methods are being used to convey to citizens, school children, industry, and other local government departments the importance of proper solid waste management and the consequences of noncompliance with state and local scrap tire/solid waste ordinances.
6. Submit a report of activities to EPD on a quarterly basis.