Oxford Mayor and Council
Work Session
Monday, November 18, 2024 – 6:30 P.M.
Oxford City Hall
110 W. Clark Street, Oxford, Georgia
Agenda

1. **Mayor's Announcements:**
    a. Reminder, the City Council Retreat will be held at The Center in Covington Thursday November 21. A light breakfast will be provided from 8:30 AM to 9:00 AM. It should be wrapped up at 4:00 PM.

2. **Committee Reports:** The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, and the Sustainability Committee.

3. **FY 2024 Audit Presentation:** Mr. Sam Latimer, Partner with Rushton, will present the FY 24 audit to the Mayor and Council.

4. **Presentation by Amanda Huggins, Regulatory Compliance Specialist, Gas Dept. City of Covington:** Ms. Huggins will review a presentation on the importance of safety and public awareness of the natural gas utility.

5. ***Presentation by Chad Peden, PE with Carter & Sloope, on the Turkey Creek Basin Sewer Line:** The City's current sewer moratorium for the Turkey Creek Basin is set to expire January 1, 2025. Due to the current schedule for the improvements needed to address the inflow & infiltration into that line, particularly during wet weather, it is recommended the City extend that moratorium to July 1, 2025. Mr. Peden will review the current situation and the steps needed to ameliorate this situation.

6. ***Authorization for the Mayor to execute the Memorandum of Agreement (MOA) for the Preliminary Engineering for the Catova Creek Trail:** The Congressional funding for this project totals $900,000 and the City's match is $225,000, which is currently budgeted in our FY25 Capital Budget. The total cost for the Preliminary Engineering is $489,413.11. This MOA commits the City to pay 20% of those costs, or $97,882.62. Please also see attached documents for the current Preconstruction Status Report and the Project Schedule.

7. ***Consideration of an Ordinance to Amend the Oxford Code of Ordinances to align with House Bill 456:** HB 456 passed the Georgia General Assembly in 2024 and requires the following changes:

> **Sec. 12-20. Appointment and qualifications of judge.**
> The Mayor and City Council are authorized to appoint a judge of the Municipal Court, ***who shall serve a two-year term upon appointment***. Any person appointed as a judge shall possess such qualifications and shall receive such compensation as shall be fixed by the Mayor and City Council and ~~shall serve at the pleasure of the governing authority,~~ ***upon appointment, shall serve until a successor is appointed, or if the judge is removed from office as provided in Code Section 36-32-2.1. Such term shall be memorialized in a written agreement between such individual and the City of Oxford.***

8. ***Consideration of an Updated Oath for Oxford Police Officers:** Chief Anglin is working on the Georgia Municipal Association's Excellence in Policing Certification and is recommending the Officer's Oath of Office be updated.

9. ***Consideration of a Task Order from AtkinsRéalis for a Sign Inventory and Traffic Control Plan:** The City has $20,000 budgeted for a "Wayfinding Plan and Design Standards – Develop and Implement."

10. **Consideration of a FY 2025 Cost-of Living Allowance (COLA) for Oxford's Hourly Employees:** Each year, Social Security bases the COLA on changes in the Consumer Price Index. For 2025, Social Security benefits and Supplemental Security Income (SSI) payments will increase by 2.5%. The last COLA was 4% and was implemented on April 1, 2024, in FY 2024.

11. ***Consideration of a Resolution to Amend the City's Comprehensive Plan:** With the City's current efforts in applying for a Community Development Block Grant (CDBG) for water line replacement and Community HOME Investment Program (CHIP) funds for owner-occupied home renovation, it was recommended we update our Comp Plan to include language as to the importance of these projects. This will give us points on our applications. Additionally, we needed to correct an error on the smallest allowable lot size in the Town Neighborhood Character Area from .25 acres to .34 acres. A public hearing for these items was held on October 24.

12. ***Resolution to Amend our Financial Policies to allow staff to authorize legal action for the recovery of delinquent accounts:** Darnel Recovery, our collections agency, recently contacted staff for consent to file suit to recover payment on a past-due account. City staff and Mr. Strickland did not feel appropriately empowered to make this authorization and are recommending a change in our Financial Policies. Please see Section 60, the last paragraph on the attachment.

13. ***Consideration of a Resolution to Add Membership into an Additional Fund with the Georgia Municipal Association (GMA) – Georgia Interlocal Risk Management Agency (GIRMA) First Responder Post-Traumatic Stress Disorder (PTSD) Program:** This additional coverage complies with the recently passed House Bill 451 (2024). This bill mandates

all public entities that have employed (or volunteer) first responders provide lump-sum and income replacement (long-term disability) PTSD benefits, effective January 1, 2025. Please see the PTSD Quote proposal for various monthly benefits the City may wish to consider that would be above those required by law.

14. ***Review of City Hall Landscape proposal from Shades of Green:** The City budgeted $50,000 for this project and has spent $5,329, leaving $44,671 available. In addition to the costs associated with the landscaping, staff are pursuing the total costs for repairing the cistern.

15. **Other Business:** Update on Lead and Cooper water line investigations.

16. **Work Session Meeting Review:** Mayor Eady will review all the items discussed during the meeting.

17. **Executive Session:** An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.

*Attachments

RUSHTON

ACCOUNTING & BUSINESS ADVISORS | CERTIFIED PUBLIC ACCOUNTANTS

November 1, 2024

To the Honorable Mayor and
Members of the City Council
City of Oxford, Georgia

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Oxford for the year ended June 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 21, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Oxford are described in Note 2 to the financial statements.

As described in Note 23 to the financial statements, the City changed accounting policies related to accounting changes and error corrections and their related disclosures by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 100, *Accounting Changes and Error Corrections* during the current fiscal year.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

- Life expectancy of fixed assets for depreciation
- Allowance for uncollectible service accounts receivable
- Pension plan (actuarial assumptions)

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 1, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to RSI including pension related schedules and disclosures, which are (is) required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information including the individual fund statements and schedule of projects financed with special purpose local option sales tax which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the City Council and management of City of Oxford and should not be used for any other purpose.

Very truly yours,

Rushton, LLC

Certified Public Accountants
Gainesville, Georgia

RUSHTON
ACCOUNTING & BUSINESS ADVISORS | CERTIFIED PUBLIC ACCOUNTANTS

To the Honorable Mayor
and Members of the City Council
City of Oxford, Georgia

In planning and performing our audit of the financial statements, we considered the City of Oxford Georgia's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Oxford, Georgia's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Oxford, Georgia's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies, described as follows, to be significant deficiencies:

2024-001

Condition: While performing audit procedures, we noted that there is a lack of segregation of duties in the Finance Department due to not having enough staff to adequately allocate financial duties to different individuals.

Recommendation: To ensure sufficient internal controls are in place, the Finance Department should properly segregate duties to the extent possible with available staff members and mitigate risk with additional supervision in the finance processes where possible.

2024-002

Condition: While performing audit procedures over journal entries, we noted that there is no approval process for journal entries. All journal entries tested appeared appropriate.

Recommendation: Supporting documentation with evidence of approval should be retained.

2024-003

Condition: While performing audit procedures over payroll, we noted 3 of 20 (12%) tested timecards lacked evidence of approval by the appropriate department head.

Recommendation: Supporting documentation with evidence of approval should be retained.

2024-004

Condition: While performing audit procedures over utility customer account adjustments, we noted 8 of 10 (80%) tested customer account adjustments lacked evidence of approval.

Recommendation: Supporting documentation with evidence of approval should be retained.

2024-005

Condition: While performing audit procedures over utility customer account billings, we noted 10 of 25 (40%) of tested billings were miscalculated.

Recommendation: Utility customer account billings should be processed based on accurate usage readings and accurate fee schedules. The City might also consider the benefits that could be obtained by updating to a more functional software.

2024-006

Condition: While performing inventory observation procedures, we noted several Electric Utility Fund, Water and Sewer Utility Fund, and Solid Waste Fund inventory items that we not included in the City's inventory listing.

Recommendation: City staff should count inventory at a minimum annually, as of its fiscal year end, and maintain an accurate detailed listing supporting the inventory asset balances as reported in the financial statements.

During our audit we became aware of the following matters that are opportunities for strengthening internal controls and operating efficiency:

2024-007

Condition: While performing audit procedures on cash disbursements, we noted that 10 of 28 (36%) tested disbursements lacked evidence of appropriate approval.

Recommendation: Supporting documentation with evidence of approval should be retained.

2024-008

Condition: While performing audit procedures on cash disbursements, we noted instances where payment of invoices were not made in a timely manner. 5 of 60 (8%) invoices tested were held for more than forty-five days before payment was processed.

Recommendation: At a maximum, payment of invoices should be made within 30 days of receipt of the invoice.

2024-009

Condition: While performing audit procedures on business licenses, we noted that the City's listing of issued licenses during the year was not reliable.

Recommendation: City staff should maintain an accurate, up-to-date business license listing.

This report is intended solely for the information and use of management, others within the City organization and the City Council and is not intended to be and should not be used by anyone other than these specified parties.

Rushton, LLC

Certified Public Accountants
November 1, 2024

Carter & Sloope
CONSULTING ENGINEERS

TECHNICAL MEMORANDUM

DATE: November 18, 2024

TO: Bill Andrew, City of Oxford, City Manager
Kevin Sorrow, City of Covington, Water Resources Director
Laurie Ashmore, NCWSA, Chief Engineer

FROM: Chad Peden, P.E., Carter & Sloope, Inc.

RE: Turkey Creek Improvements
C & S Project No.: N2075.041

Existing Conditions
In the early 1970s, Newton County Water & Sewerage Authority (NCWSA) completed the Turkey Creek Outfall (Outfall) to provide sanitary sewer service to Oxford College. Service to the College was enabled by connecting the Turkey Creek Outfall to the Yellow River Interceptor near Brown Bridge Road and extending generally north to the College, located within the City of Oxford (Oxford). Flow from the Yellow River Interceptor is treated at NCWSA's Yellow River Water Reclamation Facility (YRWRF).

Through the years, additional connections have been made to the Outfall, primarily by customers of the City of Covington (Covington) and Oxford, increasing the volume of flow conveyed to the Yellow River Interceptor. Recently, the Service Delivery Strategy for Newton County was amended, this amendment exchanged NCWSA's service area within the Turkey Creek Basin to the City of Covington. With this change, NCWSA no longer has customers conveying sanitary sewer into the Outfall.

Flow Monitoring Study
In early 2024, Carter & Sloope (C&S), on behalf of NCWSA, completed a two (2) month flow monitoring study to identify potential rainfall derived inflow & infiltration (RDII) occurring within the Turkey Creek Outfall and summarize the contributory flow. The results of that study were documented in the *Sewer Flow Monitoring Report*, May 2024. The following is a summary of the findings from that study:

- Dry-weather flow:
  - Maximum depth measured at each flow monitoring location is equal to or less than half the pipe diameter, indicating adequate capacity during dry weather.
- Wet-weather flow:
  - Significant amounts of RDII occurred throughout the entire length of the Outfall.
  - 6 of the 8 flow monitors indicated surcharging of the manholes during the evaluated rain events.

Because sewer conveyance systems should be sized to accommodate RDII, the data collected from the study indicates that the Outfall is undersized to convey flows during rain events. With the data indicating that the Outfall is adequately sized for current dry weather flows, two options exist to accommodate to modify the line to reduce RDII and eliminate surcharging: 1) rehabilitation of the line to keep water out and/or 2) upsize the existing conveyance system to accommodate peak flow. Option 1 is typically more

economical but is only recommended if the existing pipe sizes are adequate to accommodate build out flow. Option 2 would require replacement of the existing infrastructure and would be more expensive, but could be conservatively sized to match the downstream diameter, potentially reducing schedule to get started. Both options would reduce RDII and ultimately make capacity available within the Outfall.

With the potential need to rehabilitate the existing Outfall, NCWSA contracted with C&S to complete a Hydraulic Evaluation of the sewer basin. The Hydraulic Evaluation will estimate build-out demands and recommend pipe diameters for each pipe segment, subsequently identifying which areas will require replacement (upsizing) and which may be rehabilitated. This approach will allow the entities to make decisions on how to reduce RDII and increase capacity within the Outfall with the most economical solution possible.

Purchased Capacity

Both Covington and Oxford, along with Oxford College, have purchased sanitary sewer capacity from NCWSA for treatment at YRWRF. Table 1 provides a summary of those purchased capacities.

Table 1 - YRWRF Sewer Flow Contracts

Purchased Capacity Owner	Total Capacity Purchased (gpd)†	Background / Documentation
Oxford College	85,000	1972 Contract for 750 Students 1998 Eng Report estimates the flow for 750 students at 85,000 gpd
City of Oxford	135,000	1984 Contract = 160,000 1995 Contract = -75,000 2004 Board Agreement = 50,000
City of Covington	753,500	1971 Contract = 228,500 1995 Contract = 75,000 2003 Contract = 500,000 2004 Board Agreement = -50,000

Based on the data from the *Sewer Flow Monitoring Report*, Oxford exceeds their purchased capacity allocation during dry and wet events with average and peak flows, while Oxford College exceeds their capacity with peak flows during both the dry and wet-weather events. Covington exceeded their capacity when looking at the peak flow rate during the wet-weather event only.

Historically, sewer use by Oxford and Covington's customers has been estimated based on readings from water meters. While this provides an estimate for contributory sewer flows, the accuracy of such readings are not reliable due to the following: 1) water meter accuracy, 2) consumptive losses and 3) not accounting for RDII. As water meter's age, they inherently "slow down", with readings typically becoming less and less than the actual water conveyed through the meter. Consumptive loss is water that passes through the water meter but is consumed within the property and not discharged back to the collection system. Because RDII occurs downstream of the water meter and introduces both groundwater and rainwater into the collection system, it is never measured by the water meters and ultimately becomes a burden to the downstream treatment facility.

NCWSA is in the process of developing and implementing a number of permanent sewer flow monitors, installed within the outfall, that will measure actual flows in the collection system. This system will employ a number of flow measurement devices at the most downstream point of both Oxford's and Covington's discharges into Turkey Creek, then these readings will be used to bill each City, accordingly. Pending agreement between the City of Oxford and Emory College regarding becoming a customer, an additional flow measurement device may be needed at Emory College's discharge point. Piloting of this equipment will begin in early 2025 with full implementation to follow.

What this means is that both Oxford and Covington will be billed for all flow into and through the Outfall, including RDII, not just water consumed by their customers through their water meters. Based on the *Sewer Flow Monitoring Report*, the amount of water billed could be higher than what has historically been realized.

Accommodating Growth

In late 2023, Oxford implemented a sewer moratorium which has been extended and will not expire until the end of this year. **Based on the results of the aforementioned *Sewer Flow Monitoring Report*, it is not recommended to lift the sewer moratorium until improvements are made to the Outfall to accommodate additional sanitary sewer flow.**

Similar to Oxford, there is also a proposed development within Covington's service area that should be delayed until additional capacity is available. One mechanism that could expedite the improvements is Developer Participation in the improvements.

Next Steps

The following is a summary of recommended next steps:

1. Finalize the Hydraulic Evaluation (to be completed by end of 2024)
2. Begin Micro-Detection for RDII Identification
3. Modify the Existing Service Agreements
4. Evaluate Existing Sewer Rates
5. Develop a strategy for Developer Participation

Finalize the Hydraulic Evaluation

As mentioned, C&S will have the Hydraulic Evaluation complete by the end of this year. Once complete, the evaluation will account for existing and build-out flow of the basin and become a tool for identifying segments of the Outfall that should be upsized along with areas that are adequately sized. For areas that are adequately sized, in-situ improvements may be utilized that could decrease the capital cost and minimize or eliminate the need for additional property acquisition.

Begin Micro-Detection for RDII Identification

While the Hydraulic Evaluation is limited to the Outfall, Micro-Detection of the connecting collection system is recommended to identify sources of RDII contributing flow into the Outfall. By identifying RDII sources and completing repairs, the peak flows occurring during wet-weather events should be reduced. This provides two primary benefits, 1) it makes capacity available within the Outfall, and 2) it should reduce measured flow in the outfall and ultimately what Oxford and Covington are billed once NCWSA's metering system becomes operational.

Typically, needed repairs identified through micro-detection can be completed quickly and relatively inexpensively, making this "low hanging fruit" which could provide an interim step to lifting the moratorium and allowing new development contributions to the Outfall.

Covington and Oxford have met and discussed a strategy to begin micro-detection. To facilitate this strategy, they've requested that C&S identify high priority locations and develop a Request For Proposals (RFP) to contract the labor and equipment needed for micro-detection.

Modifying the Existing Service Agreements

The current capacity agreements were established in the 1970s and 80s, with modifications through the early 2000s. These agreements are specific to treatment capacity at YRWRF, lacking the detail

to fully account for how flow should be measured and evaluated and ignoring conveyance capacity. More specifically, the agreements don't specify instantaneous vs. average flow or dry vs. wet-weather flows, which ultimately may not be an issue once the flow measurement devices are utilized for billing. It is recommended that these agreements be modified to further clarify how flow should be measured, include conveyance in the capacity allocation and define responsibility for repairs needed within the collection system.

Evaluate Existing Sewer Rates

With implementation of NCWSA's flow metering project forthcoming, the Cities should evaluate their existing wastewater rates to ensure they maintain an appropriate operating ratio with the potential increase in sewer use costs. This evaluation should also account for a capital projects program that may be used to fund additional improvements to the collection system to further reduce RDII and maintain the collection system into the future.

Strategy for Developer Participation

With the multitude of developments proposed for this basin, the three entities should develop a strategy to obtain Developer Participation for needed improvements to the Outfall. This would benefit both the utilities and the developers and could be a catalyst to quickly facilitating development within the sewershed.

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

November 8, 2024

PI No. 0019620, Newton County
Dried Indian Creek Trail from I-20 to E Soule Street

David Eady, Mayor
City of Oxford
110 West Clark St
Oxford, GA 30054-2274
Attention: Bill Andrew

Dear Mayor Eady:

Attached is the Memorandum of Agreement (MOA) 1 detailing Preliminary Engineering commitments for City of Oxford for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, the City of Oxford will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file. Any additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Yun Luo, at 678-728-9162 and yluo@dot.ga.gov.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

KWN:CCV:MSL:YL
Attachment(s) 1S

cc: Albert V. Shelby III, Director of Program Delivery
Corbett Reynolds, District 2 Engineer
William "Todd" Price, District 2 Preconstruction Engineer
Attn: Ellen Wright, District 2 Planning & Programming Liaison

MEMORANDUM OF AGREEMENT 1
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF OXFORD
FOR

PRELIMINARY ENGINEERING

This Memorandum of Agreement is made and entered into this _____, (the "Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and City of Oxford, Georgia, acting by and through its Mayor and City Council (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. 0019620, Dried Indian Creek Trail from I-20 to E Soule Street (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund the DEPARTMENT expenses associated with Preliminary Engineering phase (hereinafter called "PE") for the PROJECT; and

WHEREAS, the DEPARTMENT has agreed to manage the PROJECT has added it to the Regional On Call contract. The DEPARTMENT will also perform the functions required for the successful completion of PE; and

WHEREAS, the estimated amount for the Preliminary Engineering is **Four Hundred and Eighty Nine Thousand and Four Hundred Thirteen and 11/100 ($489,413.11)**; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount of **Ninety Seven Thousand and Eight Hundred Eighty Two and 62/100 ($97,882.62)** to the DEPARTMENT within thirty (30) days of the effective date of this Agreement for Master Contract ID number TOOPD2302242, Task Order 29 and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT

   a. Subject to the provisions of this section, the LOCAL GOVERNMENT will be responsible for providing payment of **Ninety Seven Thousand and Eight Hundred Eighty Two and 62/100 ($97,882.62)** to the DEPARTMENT within thirty (30) days after the effective date of this Agreement.

   b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent as follows:

   For payments made by check:
   Georgia Department of Transportation
   P.O. Box 932764
   Atlanta, GA 31193-2764

   For payments made by ACH:
   Bank Routing (ABA) # 121000248
   Account # 29794840000000007

   c. If there is an unused balance after completion of all tasks and phases of the PROJECT, then pending a final audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.

2. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.

3. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program. Furthermore, all parties shall adhere to the detailed PROJECT schedule as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

4. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right, where applicable, to delay the PROJECT's implementation until funds can be re-identified for PE, right of way, utility, or construction phases, as applicable.

5. The PROJECT will be added to the GDOT Regional On-Call contract in which all required activities will be completed in accordance with the DEPARTMENT's Plan Development Process hereinafter referred to as "PDP", the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of

Transportation Systems, the DEPARTMENT'S Local Administered Project Manual and all applicable design guidelines and policies of the DEPARTMENT to produce a cost effective PROJECT.

6. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq*. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with Official Code of Georgia Annotated Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (“IRCA”), Appendix C.

h. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or

disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

7. The Parties acknowledge that the following Appendices to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Appendix A – Certification of Local Government Drug Free Workplace
Appendix B – Certification of Compliances
Appendix C – Certification of The Georgia Department of Transportation
Appendix D – Certification of The Local Government
Appendix E – Georgia Security and Immigration Compliance Act (E-verify)
Appendix F – Certification of Compliance with Annual Immigration Reporting Requirements/ No Sanctuary Policy/ Federal Law Enforcement Cooperation
Attachment A – Cost Proposal Summary

8. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

9. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

10. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

11. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

12. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

GEORGIA DEPARTMENT OF TRANSPORTATION

BY: _____
Commissioner

Attest:

_____
Treasurer

City of Oxford, Georgia

BY: _____(Seal)
David S. Eady, Mayor

Signed, sealed and delivered
This _____,
in the presence of:

_____
Witness – Bill Andrew, City Manager

_____
Notary Public – Marcia Brooks, City Clerk

This Agreement, approved by the Local Government, this _____

Attest

_____
Stacey Mullen, Deputy City Clerk

FEIN: ___58-6003077_____

APPENDIX A

CERTIFICATION OF LOCAL GOVERNMENT

DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of the City of Oxford whose address is 110 West Clark St, Oxford, GA 30054-2274 and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and

3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ _____

Date Signature – Bill Andrew, City Manager

APPENDIX B

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of the City of Oxford whose address is 110 West Clark St, Oxford, GA 30054-2274 and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 *et seq*. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq*.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

(e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, have been complied with throughout the contract period.

_____ _____

Date Signature – Bill Andrew, City Manager

APPENDIX C

CERTIFICATION OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or , any firm or person, or

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ _____

Date Commissioner

APPENDIX D

CERTIFICATION OF CITY OF OXFORD

STATE OF GEORGIA

I hereby certify that I am the Mayor of the City of Oxford in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ _____

Date

City of Oxford

Name: David S. Eady

Title: Mayor

APPENDIX E

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	0019620; Dried Indian Creek Trail from I-20 to E Soule Street
Local Government's Name:	City of Oxford
Local Government's Address:	110 West Clark St, Oxford, GA 30054-2274

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

139274 — Federal Work Authorization User Identification Number

7/25/2008 — Date of Authorization (EEV/E-Verify Company Identification Number)

City of Oxford — Name of Sponsor

I hereby declare under penalty of perjury that the foregoing is true and correct

Marcia Brooks — Printed Name (of Authorized Officer or Agent)

City Clerk — Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF_____, 2024

Notary Public – Sydney Chacon, Associate Clerk/Event Coordinator

My Commission Expires: 7/20/2027

[NOTARY SEAL]

APPENDIX F

CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

_____

Signature of Authorized Officer or Agent

Marcia Brooks

_____

Printed Name of Authorized Officer or Agent

City Clerk

_____

Title of Authorized Officer or Agent

_____

Date

ATTACHMENT A

COST PROPOSAL SUMMARY

Georgia Department of Transportation
COST PROPOSAL
Proj. No.: **N/A**
PI No.: **0019620**
Prime: **WSP USA Inc.**
Date: **29-Aug-2024**

Attachment B
Cost Proposal Summary
Project: **DRIED INDIAN CREEK TRAIL FROM I-20 TO E SOULE STREET**
County: **Newton** Master Contract: **TOOPD2302242**
Contract Type: **Cost Plus Fixed Fee** Contract Expiration: **30-Sep-2026**
Fixed Fee %: **10%** Task Order No: **29**

Cost Summary by Firm

		Maximum Allowable Compensation ==> $ 489,413.11	Maximum Fixed Fee Amounts by Firm	DBE (Yes/No)	DBE Goal >	15.0%
		Estimated Amounts by Firm			Estimated DBE Participation	Estimated DBE %
	TOTALS ==>	$ 489,413.11	$ 42,671.39		$ 148,115.81	30.3%
Prime:	WSP USA Inc.	$ 315,362.12	$ 28,486.45	No		
Subs:	New South Associates	$ 45,938.28	$ 4,021.18	Yes	$ 45,938.28	9.4%
Subs:	Southeastern Engineering, Inc.	$ 102,177.53	$ 7,890.05	Yes	$ 102,177.53	20.9%
Subs:	MC Squared, LLC	$ 25,935.18	$ 2,273.71	No		

Preconstruction Status Report

PI NUMBER: 0019620 **DRIED INDIAN CREEK TRAIL FROM I-20 TO E SOULE STREET**

COUNTY:	Newton	**SPONSOR:**	Oxford	**MEASURE:**		**BASELINE LET DT:**	10/13/28	**MGMT LET DT:**	10/15/28	**PRINT DATE:**	10/28/24
LENGTH(MI):	1.01	**MPO:**	Atlanta TMA	**DESIGN FIRM:**	WSP USA, Inc.	**SCHED LET DT:**	10/13/28	**MGMT ROW DT:**	9/15/27	**PAGE:**	1
PROJ NO:		**TIP#:**	NE-113	**PRIORITY CD:**		**LIGHTING TYP:**	None	**WHO LETS?:**	GDOT Let		
PROJ MGR:	Luo, Yun	**MODEL YR:**		**DOT DIST:**	2	**ENV DOC TYPE:**	NEPA	**LET WITH:**	0		
AOHD INITIALS:	ATC	**TYPE WORK:**	Shared Use Path	**CONG. DIST:**	004	**ENV CONSULTANT:**	WSP				
OFFICE:	Program Delivery	**CONCEPT:**	BIKE/PED	**COMPLETE STREETS:**							
CONSULTANT:	Consultant Design (contract with GDOT)	**PROG TYPE:**	Enhancement								

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
1/15/25	1/8/26	Concept Report Development LOE	1/15/25	1/8/26			0
1/15/25	1/8/26	Scoping and Concept Development Phase LOE	1/15/25	1/8/26			0
2/12/25	7/22/27	Environmental Activity LOE (11412 through 18100)	2/12/25	7/22/27			0
2/12/25	1/20/26	Environmental Resource Identification Summary	2/12/25	1/20/26			0
10/22/25	11/4/25	PM Review and Submit Finalized Concept Report for Approval	10/22/25	11/4/25			0
12/31/25	4/22/26	Database Summary	12/31/25	4/22/26			0
1/8/26	1/8/26	Management Concept Approval Complete	1/8/26	1/8/26			0
4/23/26	1/6/27	Preliminary Roadway Plans LOE (Designer Activities)	4/23/26	1/6/27			0
5/29/26	5/29/26	Public Information Open House or Comment Period Held	5/29/26	5/29/26			0
7/23/26	1/6/27	Preliminary Bridge Design Summary	7/23/26	1/6/27			0
2/18/27	2/18/27	PFPR Inspection	2/18/27	2/18/27			0
4/9/27	4/29/27	ROW Plans Preparation	4/9/27	4/29/27			0
4/16/27	12/23/27	BFI Report LOE	4/16/27	12/23/27			0
6/15/27	8/9/27	ROW Plans Final Approval	6/15/27	8/9/27			0
7/23/27	3/2/28	Final Roadway Plans LOE (Designer Activities)	7/23/27	3/2/28			0
7/23/27	8/9/27	L & D Approval	7/23/27	8/9/27			0
9/6/27	5/16/28	ROW Acquisition Summary	9/6/27	5/16/28			0
9/6/27	9/6/27	ROW Authorization	9/6/27	9/6/27			0
9/17/27	3/2/28	Final Bridge Design LOE	9/17/27	3/2/28			0
3/27/28	7/21/28	404 and Buffer Variance (BV) Permits LOE	3/27/28	7/21/28			0
4/14/28	4/14/28	FFPR Inspection	4/14/28	4/14/28			0
8/7/28	8/7/28	Submit Final Plans	8/7/28	8/7/28			0

Bridge : SKG 1/25/2024 - PED BRIDGE REQUIRED

EIS : On Sched 17Sep27 ROW | Will Cert by 22Jul27 | CE not approved | Corrao 1Oct24

Office Heads : 8/11/23 APPROVED FOR GDOT TO ADMINISTER AND DELIVERY THE PROJECT WITH THE CITY'S FUNDING (AVS) - Funding match for ROW is required through a MOA and will be done by the PM. see AOH folder. June 2024 earmark added.

ROW : ASU:12 Mos 10 Parcels FJW 4-23-24|

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2023	2023			$950,000.00	Y928	AUTHORIZED	5/9/23
PE	2024	2024			$175,000.00	Y928	AUTHORIZED	5/9/23
CST	2025	2029			$4,000,000.00	LOC	PRECST	

COST EST AMTS

PE	$1,125,000.00	6/1/23
CST	$4,000,000.00	

STIP AMOUNTS

Activity	Cost	Fund
PE	$1,125,000.00	Y928
CST	$4,000,000.00	LOC

Project Manager

Other: CDS project. Sponsor not LAP certified. GDOT administering the project.
Scope: 12-foot-wide shared use path, two bridges generally along the creek between E. Soule Street to I20.
Schedule: On BL. Next Milestone = Receive ESB; anticipated by February 2025.
Issue: TBD
Risk: Missing Receive ESB milestone. CDS Funding expiration.
Budget: 0% Invoiced. PE Charge No. 0019620. Prog Cost Est dpdnt on CR approval.
ENV: CE assumed
ROW: at least 5 parcels assumed
UTL: at least minor relocations assumed
10/28/24 YL

Pre Parcel CT	**Total Parcel in ROW System:**	**Cond Field:**	**Acquired by:**	N/R	**DEEDS CT:**
Under Review	**Options Pending:**	**Relocations:**	**Acquisition MGR:**		
Released	**Condemnations – Pend:**	**Acquired:**	**ROW Cert Date:**		

Preconstruction Status Report

PI NUMBER: 0019620 **DRIED INDIAN CREEK TRAIL FROM I-20 TO E SOULE STREET**

COUNTY:	Newton	**SPONSOR:**	Oxford	**MEASURE:**		**BASELINE LET DT:**	10/13/28	**MGMT LET DT:**	10/15/28	**PRINT DATE:**	11/12/24
LENGTH(MI):	1.01	**MPO:**	Atlanta TMA	**DESIGN FIRM:**	WSP USA, Inc.	**SCHED LET DT:**	8/9/28	**MGMT ROW DT:**	9/15/27	**PAGE:**	1
PROJ NO:		**TIP#:**	NE-113	**PRIORITY CD:**		**LIGHTING TYP:**	None	**WHO LETS?:**	GDOT Let		
PROJ MGR:	Luo, Yun	**MODEL YR:**		**DOT DIST:**	2	**ENV DOC TYPE:**	NEPA	**LET WITH:**	0		
AOHD INITIALS:	ATC	**TYPE WORK:**	Shared Use Path	**CONG. DIST:**	004	**ENV CONSULTANT:**	WSP				
OFFICE:	Program Delivery	**CONCEPT:**	BIKE/PED	**COMPLETE STREETS:**							
CONSULTANT:	Consultant Design (contract with GDOT)	**PROG TYPE:**	Enhancement								

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
2/12/25	2/18/25	Receive Environmental Survey Boundary (ESB) / Start Environmental Studies	12/9/24	12/13/24			0
8/5/25	8/5/25	Environmental Resource Identification Complete	5/30/25	5/30/25			0
6/18/26	6/18/26	Conduct Avoidance and Minimization Measures Meeting (A3M)	4/14/26	4/14/26			0
7/23/26	7/23/26	Receive Preliminary Plans to Begin Technical Studies	5/19/26	5/19/26			0
11/12/26	2/3/27	Prepare CE	9/8/26	11/30/26			0
1/6/27	1/6/27	Environmental Technical Studies Complete	11/2/26	11/2/26			0
2/4/27	3/17/27	Review CE	12/1/26	1/11/27			0
2/18/27	2/18/27	PFPR Inspection	12/15/26	12/15/26			0
4/30/27	7/22/27	FHWA Review of CE (If 4F: advance to legal review)	2/24/27	5/18/27			0
7/22/27	7/22/27	Environmental Approval Complete (If state funds: Env. Activities Complete)	5/18/27	5/18/27			0
7/30/27	8/5/27	Environmental Certification for ROW Authorization Complete	5/26/27	6/1/27			0
3/13/28	3/13/28	Submit Lockdown Plans to Environmental for Permit Applications	1/6/28	1/6/28			0
3/13/28	3/24/28	OES Receives and Reviews Plans for Permit Applications	1/6/28	1/19/28			0
3/27/28	4/21/28	Receive Plans & Change Form (if needed); Circulate to Environmental Team	1/20/28	2/16/28			0
3/27/28	7/21/28	404 and Buffer Variance (BV) Permits LOE	1/20/28	5/17/28			0
3/27/28	6/23/28	Complete 404 Permit (with steps) 65d if Nationwide 100d if Individual Permit	1/20/28	4/19/28			0
3/27/28	7/21/28	Prepare Buffer Variance (with steps)	1/20/28	5/17/28			0
4/14/28	4/14/28	FFPR Inspection	2/9/28	2/9/28			0
7/17/28	7/28/28	Environmental Certification for Let Complete	5/11/28	5/24/28			0

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2023	2023			$950,000.00	Y928	AUTHORIZED	5/9/23
PE	2024	2024			$175,000.00	Y928	AUTHORIZED	5/9/23
CST	2025	2029			$4,000,000.00	LOC	PRECST	

COST EST AMTS

PE	$1,125,000.00	6/1/23
CST	$4,000,000.00	

STIP AMOUNTS

Activity	Cost	Fund
PE	$1,125,000.00	Y928
CST	$4,000,000.00	LOC

Project Manager : Other: CDS project. Sponsor not LAP certified. GDOT administering the project.
Scope: 12-foot-wide shared use path w/ two bridges
Schedule: On BL. Next Milestone = Receive ESB; anticipated by February 2025.
Issue: TBD
Risk: Missing Receive ESB milestone. CDS Funding expiration.
Budget: 0% Invoiced. PE Charge No. 0019620. Prog Cost Est dpdnt on CR approval.
ENV: CE assumed
ROW: at least 5 parcels assumed
UTL: at least minor relocations assumed
11/12/24 YL/TB

Bridge : SKG 1/25/2024 - PED BRIDGE REQUIRED

EIS : On Sched 17Sep27 ROW | Will Cert by 22Jul27 | CE not approved | Corrao 8Nov24

Office Heads : 8/11/23 APPROVED FOR GDOT TO ADMINISTER AND DELIVERY THE PROJECT WITH THE CITY'S FUNDING (AVS) - Funding match for ROW is required through a MOA and will be done by the PM. see AOH folder. June 2024 earmark added.

ROW : ASU:12 Mos 10 Parcels FJW 4-23-24|

Environmental

ENV Doc Analyst: Corrao, Laurel
Air Analyst: Ellis, Osbert
Historian: Plesher, Caitlin
Archaeologist: Ondus, Lillian
Ecologist: Kriigel, Sarah
Noise Analyst: Ellis, Osbert

ENV Doc: WSP/FF | On Sched BL| Rec ESB = 18Feb2025| WSP received NTP in Oct 2024 with Project KO meeting on 12/18/24| CE Not Approved|Corrao-Cox 08Nov2024

Ecology: ON SCHED| Res ID BL= 05AUG25|ERSR xpctd 05JUN25|{S7?, SP?, FWCA?}|[C]01OCT24

Eco Permit: ON SCHED| 11wk Cert = 30JUL28 |{ARD ?, Permit?, MIT?, BV?, BV MIT?}| 01OCT24

Hist Comment: Need schedule, NTP|26Jul24

Arch Comment: SCHED TBD|Res ID BL TBD|TBD|12Jun24

Air Comment: NO SCHED | Tech Studies BL = ?? | Will Finish 7wks after Doc Arvl | Document Outstanding - Air Asmt Needed {MSAT A anticipated} | [C] [FF] | 04Apr24

Noise Comment: NO SCHED | Tech Studies BL = ?? | Will Finish 7wks after Doc Arvl | Document Outstanding - Noise Asmt Needed {Type III anticipated} | [C] [FF] | 04Apr24

Pre Parcel CT	**Total Parcel in ROW System:**	**Cond Field:**	**Acquired by:**	N/R	**DEEDS CT:**
Under Review	**Options Pending:**	**Relocations:**	**Acquisition MGR:**		
Released	**Condemnations – Pend:**	**Acquired:**	**ROW Cert Date:**		

ID/Code	Name	BL Project Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Remaining Duration
0019620	0019620.DRIED INDIAN CREEK TRAIL FROM I-20 TO E SOULE STREET								
00000	Project Summary (Genesis Template September 2022)	978.0d	15-Jan-25	13-Oct-28	11-Nov-24	09-Aug-28			978.0d
2020_GENESIS	Schedule Created from 2021 Genesis Template WBS (4-28-21)								
1A	Admin								
1A1	Project Diagnostics								
0Concept2Prel	Concept Start to Preliminary Plans Start	331.0d	15-Jan-25	22-Apr-26	11-Nov-24	16-Feb-26			331.0d
1Concept2PFPR	Concept Approval to PFPR Inspection	289.0d	09-Jan-26	17-Feb-27	05-Nov-25	14-Dec-26			289.0d
20Tech2EnvAPP	Start Technical Studies to Environmental Completion	261.0d	23-Jul-26	22-Jul-27	19-May-26	18-May-27			261.0d
25TechComp2EnvAPP	Technical Studies Complete to Environmental Completion	141.0d	07-Jan-27	22-Jul-27	03-Nov-26	18-May-27			141.0d
3PFPR2ROWAUTH	PPFR Inspection to ROW authorization	142.0d	19-Feb-27	06-Sep-27	16-Dec-26	01-Jul-27			142.0d
4ROW2LET	Row Auth to Let	289.0d	07-Sep-27	13-Oct-28	02-Jul-27	09-Aug-28			289.0d
5FFPR2LET	FFPR Inspection to Let	130.0d	17-Apr-28	13-Oct-28	10-Feb-28	09-Aug-28			130.0d
6Concept2LET	Concept Approval to Let	721.0d	09-Jan-26	13-Oct-28	05-Nov-25	09-Aug-28			721.0d
1C	Scoping and Concept Phase								
00200	Scoping and Concept Development Phase LOE	257.0d	15-Jan-25	08-Jan-26	11-Nov-24	04-Nov-25			257.0d
5	Develop Concept Report								
19311	Concept Report Development LOE	257.0d	15-Jan-25	08-Jan-26	11-Nov-24	04-Nov-25			257.0d
A_DRAFT_CONCEPT	Develop Draft Concept Report								
00750	Initial Concept Meeting	1.0d	29-Jan-25	29-Jan-25	25-Nov-24	25-Nov-24			1.0d
02422	Prepare Property Notification Letter for draft concept work	10.0d	15-Jan-25	28-Jan-25	11-Nov-24	22-Nov-24			10.0d
19313	Data Acquisition for Concept (with steps)	90.0d	15-Jan-25	20-May-25	11-Nov-24	14-Mar-25			90.0d
19322	Create & Submit Environmental Survey Boundary (ESB)	5.0d	05-Feb-25	11-Feb-25	02-Dec-24	06-Dec-24			5.0d
19344	Develop and Evaluate Alternatives	20.0d	21-May-25	17-Jun-25	17-Mar-25	11-Apr-25			20.0d
19349	Receive Environmental Resource Boundaries	0.0d	05-Aug-25	05-Aug-25	30-May-25	30-May-25			0.0d
19352	Develop Concept Layout of Preferred Alternate (with steps)	4.0d	06-Aug-25	11-Aug-25	02-Jun-25	05-Jun-25			4.0d
19357	Submit Draft Concept to PM for Concept Team Meeting	0.0d	12-Aug-25	12-Aug-25	06-Jun-25	06-Jun-25			0.0d
B_CONCEPT_RVW	Draft Concept Report Review								
02722	PM Reviews Draft Concept Report	10.0d	12-Aug-25	25-Aug-25	06-Jun-25	19-Jun-25			10.0d
02732	SME Offices Review Concept Report Prior to Concept Meeting	10.0d	26-Aug-25	08-Sep-25	20-Jun-25	03-Jul-25			10.0d
19358	Designer Responds to Concept Report Comments	10.0d	09-Sep-25	22-Sep-25	04-Jul-25	17-Jul-25			10.0d
C_FINAL_CONCEPT	Finalize the Draft Concept Report								
02600	Concept Meeting	1.0d	23-Sep-25	23-Sep-25	18-Jul-25	18-Jul-25			1.0d
19362	Designer Finalize Concept Report after Concept Meeting	10.0d	24-Sep-25	07-Oct-25	21-Jul-25	01-Aug-25			10.0d
19372	Designer QA Finalized Concept Report (with steps)	10.0d	08-Oct-25	21-Oct-25	04-Aug-25	15-Aug-25			10.0d
19379	Designer Submits Finalized Concept Report to PM	0.0d	21-Oct-25	21-Oct-25	15-Aug-25	15-Aug-25			0.0d
D_APPROVE_CONCEPT	Approve Concept Report								
02800	PM Review and Submit Finalized Concept Report for Approval	10.0d	22-Oct-25	04-Nov-25	18-Aug-25	29-Aug-25			10.0d
02900	Concept Report Review and Comments	47.0d	05-Nov-25	08-Jan-26	01-Sep-25	04-Nov-25			47.0d
03000	Management Concept Approval Complete	0.0d	08-Jan-26	08-Jan-26	04-Nov-25	04-Nov-25			0.0d
16.4.16	Environmental Activities (Concept Phase)								
16.7	Environmental Resource Identification								
11411	Environmental Resource Identification Summary	245.0d	12-Feb-25	20-Jan-26	09-Dec-24	14-Nov-25			245.0d
11412	Receive Environmental Survey Boundary (ESB) / Start Environmental Studies	5.0d	12-Feb-25	18-Feb-25	09-Dec-24	13-Dec-24			5.0d
11499	Environmental Resource Identification Complete	0.0d	05-Aug-25	05-Aug-25	30-May-25	30-May-25			0.0d
16.7.1	Ecological Survey								
11413	Conduct Ecology Survey (with steps) non-seasonal	60.0d	19-Feb-25	13-May-25	16-Dec-24	07-Mar-25			60.0d
11414	Conduct Ecology Survey for Seasonal Species	240.0d	19-Feb-25	20-Jan-26	16-Dec-24	14-Nov-25			240.0d
11447	Receive Local/Consultant or review in-house Ecology Survey	0.0d	14-May-25	14-May-25	10-Mar-25	10-Mar-25			0.0d

ID/Code	Name	BL Project Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Remaining Duration
11448	Review and Accept Ecology Survey	60.0d	14-May-25	05-Aug-25	10-Mar-25	30-May-25			60.0d
16.7.2	History Survey								
11453	Conduct History Survey (with steps)	60.0d	19-Feb-25	13-May-25	16-Dec-24	07-Mar-25			60.0d
11457	Receive Local/Consultant or review in-house History Survey	0.0d	14-May-25	14-May-25	10-Mar-25	10-Mar-25			0.0d
11458	Review and Accept History Survey	60.0d	14-May-25	05-Aug-25	10-Mar-25	30-May-25			60.0d
16.7.3	Archaeological Survey								
11463	Conduct Archaeological Survey (with steps)	60.0d	19-Feb-25	13-May-25	16-Dec-24	07-Mar-25			60.0d
11467	Receive Local/Consultant or review in-house Archaeology Survey	0.0d	14-May-25	14-May-25	10-Mar-25	10-Mar-25			0.0d
11468	Review and Accept Archaeological Survey	60.0d	14-May-25	05-Aug-25	10-Mar-25	30-May-25			60.0d
1E	Preliminary Plans Phase								
20700	Preliminary Plans Phase Summary	729.0d	15-Jan-25	01-Nov-27	11-Nov-24	26-Aug-27			729.0d
7	MS4 (Municipal Separate Storm Sewer System) (if needed) DRAFT changes need feedback								
7-1-01	MS4 Design Activities (Designer)								
27242	Prepare MS4 Design and PCSR; Submit to ODPS	10.0d	07-Jul-26	20-Jul-26	01-May-26	14-May-26			10.0d
27262	Prepare Stormwater BMP Infiltration Report (if needed); submit to ODPS	10.0d	21-Jul-26	03-Aug-26	15-May-26	28-May-26			10.0d
27282	PCSR Revisions Post-PFPR (if needed); Submit to ODPS	40.0d	09-Apr-27	03-Jun-27	03-Feb-27	30-Mar-27			40.0d
7-1-02	MS4 Design Activities (OPD)								
27267	PM Submits or verifies PCSR submission to ODPS	0.0d	10-Dec-26	10-Dec-26	06-Oct-26	06-Oct-26			0.0d
7-1-03	MS4 ODPS Activities								
27272	Receive and Review PCSR	20.0d	10-Dec-26	06-Jan-27	06-Oct-26	02-Nov-26			20.0d
27289	ODPS Submits PCSR to EPD	0.0d	03-Jun-27	03-Jun-27	30-Mar-27	30-Mar-27			0.0d
16	Environmental Activities (Prelim. Plans Phase)								
10000	Environmental Activity LOE (11412 through 18100)	637.0d	12-Feb-25	22-Jul-27	09-Dec-24	18-May-27			637.0d
18100	Environmental Approval Complete (If state funds: Env. Activities Complete)	0.0d	22-Jul-27	22-Jul-27	18-May-27	18-May-27			0.0d
16.8	Technical Studies								
13411	Technical Studies Summary	120.0d	23-Jul-26	06-Jan-27	19-May-26	02-Nov-26			120.0d
13417	Receive Preliminary Plans to Begin Technical Studies	0.0d	23-Jul-26	23-Jul-26	19-May-26	19-May-26			0.0d
13499	Environmental Technical Studies Complete	0.0d	06-Jan-27	06-Jan-27	02-Nov-26	02-Nov-26			0.0d
16.8.1	Assessment of Effects (AOE) and Agency Consultation for Ecology								
13463	Prepare Assessment of Effects (AOE) for Ecology (with steps)	40.0d	23-Jul-26	16-Sep-26	19-May-26	13-Jul-26			40.0d
13467	Receive Local/Consultant Assessment of Effects (AOE) for Ecology	0.0d	17-Sep-26	17-Sep-26	14-Jul-26	14-Jul-26			0.0d
13468	Review and Accept AOE - Ecology	40.0d	17-Sep-26	11-Nov-26	14-Jul-26	07-Sep-26			40.0d
13472	Conduct Agency Consultation for Ecology	40.0d	12-Nov-26	06-Jan-27	08-Sep-26	02-Nov-26			40.0d
16.8.2	Cultural Resource Assessment of Effects (AOE) - History								
13473	Conduct Section 106 Consultation - History (with steps)	40.0d	23-Jul-26	16-Sep-26	19-May-26	13-Jul-26			40.0d
13477	Receive Local/Consultant Assessment of Effects (AOE) - History	0.0d	17-Sep-26	17-Sep-26	14-Jul-26	14-Jul-26			0.0d
13478	Review and Accept AOE - History	80.0d	17-Sep-26	06-Jan-27	14-Jul-26	02-Nov-26			80.0d
16.8.3	Noise Analysis								
13483	Conduct Noise Analysis (with steps)	40.0d	23-Jul-26	16-Sep-26	19-May-26	13-Jul-26			40.0d
13487	Receive Local/Consultant Noise Analysis	0.0d	17-Sep-26	17-Sep-26	14-Jul-26	14-Jul-26			0.0d
13488	Review and Accept Noise Analysis	80.0d	17-Sep-26	06-Jan-27	14-Jul-26	02-Nov-26			80.0d
16.8.4	Air Quality Analysis								
13493	Conduct Air Quality Analysis (with steps)	40.0d	23-Jul-26	16-Sep-26	19-May-26	13-Jul-26			40.0d
13497	Receive Local/Consultant Air Quality Analysis	0.0d	17-Sep-26	17-Sep-26	14-Jul-26	14-Jul-26			0.0d
13498	Review and Accept Air Quality Analysis	80.0d	17-Sep-26	06-Jan-27	14-Jul-26	02-Nov-26			80.0d
16.8.2.5	Cultural Resource Assessment of Effects (AOE) - Archaeology								
13453	Conduct Section 106 Consultation - Archaeology (with steps)	40.0d	23-Jul-26	16-Sep-26	19-May-26	13-Jul-26			40.0d
13457	Receive Local/Consultant Assessment of Effects (AOE) - Archaeology	0.0d	17-Sep-26	17-Sep-26	14-Jul-26	14-Jul-26			0.0d

ID/Code	Name	BL Project Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Remaining Duration
13458	Review and Accept AOE - Archaeology	80.0d	17-Sep-26	06-Jan-27	14-Jul-26	02-Nov-26			80.0d
16.10	Environmental Documents								
14311	NEPA Document Summary	181.0d	12-Nov-26	22-Jul-27	08-Sep-26	18-May-27			181.0d
16.10.3	CE								
14523	Prepare CE	60.0d	12-Nov-26	03-Feb-27	08-Sep-26	30-Nov-26			60.0d
14527	Receive Local/Consultant CE	0.0d	04-Feb-27	04-Feb-27	01-Dec-26	01-Dec-26			0.0d
14528	Review CE	30.0d	04-Feb-27	17-Mar-27	01-Dec-26	11-Jan-27			30.0d
14529	Submit CE to FHWA	0.0d	29-Apr-27	29-Apr-27	23-Feb-27	23-Feb-27			0.0d
14533	FHWA Review of CE (If 4F: advance to legal review)	60.0d	30-Apr-27	22-Jul-27	24-Feb-27	18-May-27			60.0d
16.5	PIOH Public Meetings (Prelim. Plans Phase)								
16.4	PIOH (during Preliminary Design Phase)								
09000	PIOH Summary	100.0d	09-Jan-26	29-May-26	05-Nov-25	25-Mar-26			100.0d
09025	Request Public Information Open House (PIOH)	0.0d	09-Jan-26	09-Jan-26	05-Nov-25	05-Nov-25			0.0d
09032	Environmental Preparation for PIOH (with steps)	70.0d	09-Jan-26	16-Apr-26	05-Nov-25	10-Feb-26			70.0d
09100	Public Information Open House Advertisement (with steps)	60.0d	06-Mar-26	28-May-26	31-Dec-25	24-Mar-26			60.0d
09300	Public Information Open House or Comment Period Held	0.0d	29-May-26	29-May-26	25-Mar-26	25-Mar-26			0.0d
UTIL1	SUE and 1st Submission Utilities								
20900	Request/Receive Utilities First Submission	90.0d	23-Jul-26	25-Nov-26	19-May-26	21-Sep-26			90.0d
20927	Conduct Utility Field (UFM) Meeting / Preliminary Utility Relocation (PURP) Meeting	0.0d	24-Dec-26	24-Dec-26	20-Oct-26	20-Oct-26			0.0d
20929	Utility and ROW Coordination Meeting (Pilot testing this activity)	0.0d	15-Apr-27	15-Apr-27	09-Feb-27	09-Feb-27			0.0d
1E-ROW	ROW Plan Activities (if needed)								
17	Location and Design								
60000	Location and Design Summary	127.0d	07-May-27	01-Nov-27	03-Mar-27	26-Aug-27			127.0d
60050	PM Submit L & D Report	1.0d	07-May-27	07-May-27	03-Mar-27	03-Mar-27			1.0d
60100	L & D Approval	12.0d	23-Jul-27	09-Aug-27	19-May-27	03-Jun-27			12.0d
60500	L & D Approval Advertisement	60.0d	10-Aug-27	01-Nov-27	04-Jun-27	26-Aug-27			60.0d
16.13	Environmental Certification for ROW Authorization								
18112	Receive Revised Plans & Change Form (if changes made as a result of PFPR, circulate to Env. Tea...	5.0d	23-Jul-27	29-Jul-27	19-May-27	25-May-27			5.0d
70300	Environmental Certification for ROW Authorization Complete	5.0d	30-Jul-27	05-Aug-27	26-May-27	01-Jun-27			5.0d
18	ROW Plans								
50000	ROW Plans Summary	87.0d	09-Apr-27	09-Aug-27	03-Feb-27	03-Jun-27			87.0d
50100	ROW Plans Preparation	15.0d	09-Apr-27	29-Apr-27	03-Feb-27	23-Feb-27			15.0d
50300	Submit Right of Way Plans	0.0d	30-Apr-27	30-Apr-27	24-Feb-27	24-Feb-27			0.0d
50400	ROW Plans Final Approval	40.0d	15-Jun-27	09-Aug-27	09-Apr-27	03-Jun-27			40.0d
9.4	Environmental Site Assessment Phase II (if needed)								
27841	UST/HW Site Assessment (ESA) Phase II Summary	183.0d	27-Apr-26	06-Jan-27	19-Feb-26	02-Nov-26			183.0d
27847	Receive Layout for ESA Phase II	0.0d	27-Apr-26	27-Apr-26	19-Feb-26	19-Feb-26			0.0d
27852	ESA Phase II Report Preparation	140.0d	27-Apr-26	06-Nov-26	19-Feb-26	02-Sep-26			140.0d
27854	OMAT Review of Draft ESA Phase II Report	43.0d	09-Nov-26	06-Jan-27	03-Sep-26	02-Nov-26			43.0d
12.3	Preliminary Bridge Design								
22000	Preliminary Bridge Design Summary	120.0d	23-Jul-26	06-Jan-27	19-May-26	02-Nov-26			120.0d
12.3.10	Preliminary Bridge Plan Reviews (Bridge Office Activities)								
22351	Preliminary Bridge Plan Review Summary	40.0d	12-Nov-26	06-Jan-27	08-Sep-26	02-Nov-26			40.0d
22359	Receive Preliminary Bridge Plans for Bridge Office Review (40 days prior to acceptance)	0.0d	12-Nov-26	12-Nov-26	08-Sep-26	08-Sep-26			0.0d
22379	Send Markup Plans to Designer for Correction	0.0d	23-Dec-26	23-Dec-26	19-Oct-26	19-Oct-26			0.0d
22400	Preliminary Bridge Plans Accepted/Approved	0.0d	06-Jan-27	06-Jan-27	02-Nov-26	02-Nov-26			0.0d
PBP_Request	PM Request Submit or Verify Prel. Bridge Plans (OPD Activities)								
22100	Request Preliminary Bridge Layout	0.0d	23-Jul-26	23-Jul-26	19-May-26	19-May-26			0.0d

ID/Code	Name	BL Project Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Remaining Duration
22227	PM submits or verifies that preliminary bridge layouts have been submitted for Bridge Office Re...	0.0d	12-Nov-26	12-Nov-26	08-Sep-26	08-Sep-26			0.0d
22229	PM submits or verifies that Prel. Bridge Plan Response has been Submitted for Front Office Review	0.0d	30-Dec-26	30-Dec-26	26-Oct-26	26-Oct-26			0.0d
PBP_Plans	Preliminary Bridge Layouts (Design Activities)								
22300	Bridge Hydraulic Study and Layout Development (over stream)	80.0d	23-Jul-26	11-Nov-26	19-May-26	07-Sep-26			80.0d
12.4	PFPR								
39500	PM Request PFPR	0.0d	21-Jan-27	21-Jan-27	17-Nov-26	17-Nov-26			0.0d
40000	PFPR Summary	56.0d	21-Jan-27	08-Apr-27	17-Nov-26	02-Feb-27			56.0d
40100	PFPR Request (ES)	20.0d	21-Jan-27	17-Feb-27	17-Nov-26	14-Dec-26			20.0d
40200	PFPR Inspection	1.0d	18-Feb-27	18-Feb-27	15-Dec-26	15-Dec-26			1.0d
40300	PFPR Report Preparation	10.0d	19-Feb-27	04-Mar-27	16-Dec-26	29-Dec-26			10.0d
40400	PFPR Report Approval and Distribution	0.0d	05-Mar-27	05-Mar-27	30-Dec-26	30-Dec-26			0.0d
40450	PM Submits PFPR Responses to ES	20.0d	05-Mar-27	01-Apr-27	30-Dec-26	26-Jan-27			20.0d
40500	Verify PFPR Responses	5.0d	02-Apr-27	08-Apr-27	27-Jan-27	02-Feb-27			5.0d
40550	PM Distributes PFPR Responses	0.0d	08-Apr-27	08-Apr-27	02-Feb-27	02-Feb-27			0.0d
8	Location and Database Preparation								
20000	Database Summary	81.0d	31-Dec-25	22-Apr-26	27-Oct-25	16-Feb-26			81.0d
20050	Start Database Preparation	0.0d	31-Dec-25	31-Dec-25	27-Oct-25	27-Oct-25			0.0d
20650	Database Complete	0.0d	22-Apr-26	22-Apr-26	16-Feb-26	16-Feb-26			0.0d
8.2	Field Surveys								
20450	Field Survey Summary	81.0d	31-Dec-25	22-Apr-26	27-Oct-25	16-Feb-26			81.0d
20500	Field Surveys	21.0d	31-Dec-25	28-Jan-26	27-Oct-25	24-Nov-25			21.0d
20600	SDE Process Work	20.0d	29-Jan-26	25-Feb-26	25-Nov-25	22-Dec-25			20.0d
20625	Review Local/Consultant Field Surveys	40.0d	26-Feb-26	22-Apr-26	23-Dec-25	16-Feb-26			40.0d
9.3	Environmental Site Assessment (ESA) Phase I								
27821	Environmental Site Assessment (ESA) Phase I Report Preparation Summary	103.0d	12-Feb-25	04-Jul-25	09-Dec-24	30-Apr-25			103.0d
27827	Receive Layout for ESA Phase I	0.0d	12-Feb-25	12-Feb-25	09-Dec-24	09-Dec-24			0.0d
27832	ESA Phase I Report Preparation	60.0d	12-Feb-25	06-May-25	09-Dec-24	28-Feb-25			60.0d
27834	OMAT Review of Draft ESA Phase I Report	43.0d	07-May-25	04-Jul-25	03-Mar-25	30-Apr-25			43.0d
2.2	Procurement for Preliminary Design or other task order (if needed)								
33212	Prepare Procurement Requisition Form	60.0d	15-Jan-25	08-Apr-25	11-Nov-24	31-Jan-25			60.0d
33217	Procurement Requisition Form Submitted by PM	0.0d	09-Apr-25	09-Apr-25	03-Feb-25	03-Feb-25			0.0d
33222	Consultant Acquisition (request through notification)	180.0d	09-Apr-25	16-Dec-25	03-Feb-25	10-Oct-25			180.0d
33229	Notice to Proceed (NTP) for Consultant Contract	0.0d	16-Dec-25	16-Dec-25	10-Oct-25	10-Oct-25			0.0d
33232	Consultant Kick-Off Meeting	10.0d	17-Dec-25	30-Dec-25	13-Oct-25	24-Oct-25			10.0d
12.21	Preliminary Roadway Plans (Designer Activities)								
21311	Preliminary Roadway Plans LOE (Designer Activities)	185.0d	23-Apr-26	06-Jan-27	17-Feb-26	02-Nov-26			185.0d
PREL_PH_1	Preliminary Plans Phase 1 -- Prior to A3M								
21317	Start Preliminary Roadway Plans	0.0d	23-Apr-26	23-Apr-26	17-Feb-26	17-Feb-26			0.0d
21344	Geometric Design	40.0d	23-Apr-26	17-Jun-26	17-Feb-26	13-Apr-26			40.0d
PREL_PH_2	Preliminary Plans Phase 2 -- Post-A3M and Prior to Submit Preliminary Plans								
20937	Conduct Avoidance and Minimization Measures Meeting (A3M)	0.0d	18-Jun-26	18-Jun-26	14-Apr-26	14-Apr-26			0.0d
21347	First Submission Utilities Plan to PM	0.0d	23-Jul-26	23-Jul-26	19-May-26	19-May-26			0.0d
21362	Conduct QA of Preliminary Geometry	8.0d	18-Jun-26	29-Jun-26	14-Apr-26	23-Apr-26			8.0d
21382	Develop Roadway Drainage Design	5.0d	30-Jun-26	06-Jul-26	24-Apr-26	30-Apr-26			5.0d
21397	Submit Preliminary Plans to GDOT Offices for Bridge OES Tech Studies and Utilities etc (with steps)	0.0d	23-Jul-26	23-Jul-26	19-May-26	19-May-26			0.0d
PREL_PH_3	Preliminary Plans Phase 3 -- Prepare for PFPR								
21372	Develop Preliminary Signal, Signing & Marking Plans	15.0d	01-Oct-26	21-Oct-26	28-Jul-26	17-Aug-26			15.0d
21534	Develop Staging Plans and Cross Sections	25.0d	23-Jul-26	26-Aug-26	19-May-26	22-Jun-26			25.0d

ID/Code	Name	BL Project Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Remaining Duration
21542	Plot Existing Utility Locations	5.0d	26-Nov-26	02-Dec-26	22-Sep-26	28-Sep-26			5.0d
21553	Conduct Constructability Review (with steps)	20.0d	27-Aug-26	23-Sep-26	23-Jun-26	20-Jul-26			20.0d
21562	Develop Erosion Control Plans	10.0d	24-Sep-26	07-Oct-26	21-Jul-26	03-Aug-26			10.0d
21572	Place ROW and Easement Requirements	10.0d	08-Oct-26	21-Oct-26	04-Aug-26	17-Aug-26			10.0d
21592	Develop/Update Construction Cost Estimate	10.0d	22-Oct-26	04-Nov-26	18-Aug-26	31-Aug-26			10.0d
21713	Designer QA Review of Preliminary Roadway Plans (with steps)	15.0d	03-Dec-26	23-Dec-26	29-Sep-26	19-Oct-26			15.0d
21717	Submit Preliminary Plans to PM for PFPR	0.0d	06-Jan-27	06-Jan-27	02-Nov-26	02-Nov-26			0.0d
24500	PM Reviews PFPR Package	5.0d	07-Jan-27	13-Jan-27	03-Nov-26	09-Nov-26			5.0d
25000	Preliminary Plans Complete	0.0d	13-Jan-27	13-Jan-27	09-Nov-26	09-Nov-26			0.0d
PREL_PH_4	Preliminary Plans Phase 4 -- During and Post PFPR								
41313	Implementation of ROW Footprint Comments (with steps)	20.0d	09-Apr-27	06-May-27	03-Feb-27	02-Mar-27			20.0d
1G	Final Design								
20.6	ROW Acquisition (if needed)								
70000	ROW Acquisition Summary	181.0d	06-Sep-27	16-May-28	01-Jul-27	10-Mar-28			181.0d
70400	ROW Authorization	0.0d	06-Sep-27	06-Sep-27	01-Jul-27	01-Jul-27			0.0d
73000	ROW Negotiations and Acquisition Work	181.0d	07-Sep-27	16-May-28	02-Jul-27	10-Mar-28			181.0d
20.7	BFI and Final Bridge Design (if needed)								
82400	Final Bridge Design LOE	120.0d	17-Sep-27	02-Mar-28	14-Jul-27	28-Dec-27			120.0d
14.2.5	BFI (Bridge Foundation Investigation)								
80700	BFI Report LOE	180.0d	16-Apr-27	23-Dec-27	10-Feb-27	19-Oct-27			180.0d
14.1.5	BFI Scoping and Procurement (if needed)								
80792	Scoping for BFI	60.0d	22-Jan-27	15-Apr-27	18-Nov-26	09-Feb-27			60.0d
80800	Request BFI (Date Request Accepted)	0.0d	16-Apr-27	16-Apr-27	10-Feb-27	10-Feb-27			0.0d
81150	Procurement for BFI (if needed)	60.0d	16-Apr-27	08-Jul-27	10-Feb-27	04-May-27			60.0d
14.1.9	BFI Report Prep								
81200	BFI Report Preparation	80.0d	09-Jul-27	28-Oct-27	05-May-27	24-Aug-27			80.0d
14.2.9	BFI Report Review and Letters								
81229	OMAT Receive Local/Consultant BFI (v1) OR Submits Foundation Rec. Letter (if in-house)	0.0d	28-Oct-27	28-Oct-27	24-Aug-27	24-Aug-27			0.0d
81239	OMAT Receive Local/Consultant BFI (v2) OR Submit Load Letter (if in-house)	0.0d	25-Nov-27	25-Nov-27	21-Sep-27	21-Sep-27			0.0d
81249	BFI Report Accepted/Completed	0.0d	23-Dec-27	23-Dec-27	19-Oct-27	19-Oct-27			0.0d
20.3.2.2	Bridge Constructability Review								
82332	Request/Receive Bridge Constructability Review (over stream)	20.0d	04-Feb-28	02-Mar-28	01-Dec-27	28-Dec-27			20.0d
20.3.2.1	Final Bridge Plan Reviews (Bridge Office Activities)								
82451	Final Bridge Plan Review Summary	40.0d	06-Jan-28	02-Mar-28	02-Nov-27	28-Dec-27			40.0d
82459	Receive Final Bridge Plans for Bridge Office Review (40 days prior to completion)	0.0d	06-Jan-28	06-Jan-28	02-Nov-27	02-Nov-27			0.0d
82479	Send Markup Plans to Designer for Correction	0.0d	17-Feb-28	17-Feb-28	14-Dec-27	14-Dec-27			0.0d
82499	Final Bridge Plans Accepted/Approved	0.0d	02-Mar-28	02-Mar-28	28-Dec-27	28-Dec-27			0.0d
20.3.3	Final Bridge Design (Design Activities)								
81142	Final Bridge Plans (Sub-Super-Structures, Load, etc) (final design start to receipt of BFI or founda...	30.0d	17-Sep-27	28-Oct-27	14-Jul-27	24-Aug-27			30.0d
81152	Final Bridge Plans coordination with BFI (Receipt of draft BFI or Foundation Letter to BFI complete)	40.0d	29-Oct-27	23-Dec-27	25-Aug-27	19-Oct-27			40.0d
81162	Final Bridge Plans QA Review (BFI complete to submit plans for review)	10.0d	24-Dec-27	06-Jan-28	20-Oct-27	02-Nov-27			10.0d
FBP_OPD	PM Submit or Verify Completion of Final Bridge Plans (OPD Activities)								
82227	PM submits or verifies that final bridge plans have been submitted for Bridge Office Review	0.0d	07-Jan-28	07-Jan-28	03-Nov-27	03-Nov-27			0.0d
82229	PM submits or verifies that Final Bridge Plan Response has been Submitted for Front Office Revi...	0.0d	24-Feb-28	24-Feb-28	21-Dec-27	21-Dec-27			0.0d
20.9	Final Design Phase								
81300	Final Design Phase Summary	256.0d	23-Jul-27	14-Jul-28	19-May-27	10-May-28			256.0d
81312	Complete/Submit Environmental Change Form	10.0d	13-Mar-28	24-Mar-28	06-Jan-28	19-Jan-28			10.0d
81397	Submit Lockdown Plans to Environmental for Permit Applications	0.0d	13-Mar-28	13-Mar-28	06-Jan-28	06-Jan-28			0.0d

ID/Code	Name	BL Project Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Remaining Duration
82000	Request/Receive Utilities Second Submission	90.0d	03-Sep-27	06-Jan-28	30-Jun-27	02-Nov-27			90.0d
82500	Wall Plans Preparation	40.0d	15-Sep-27	09-Nov-27	12-Jul-27	03-Sep-27			40.0d
86500	PM Reviews FFPR Package	5.0d	03-Mar-28	09-Mar-28	29-Dec-27	04-Jan-28			5.0d
87000	Final Construction Plans Complete	0.0d	09-Mar-28	09-Mar-28	04-Jan-28	04-Jan-28			0.0d
20.2	Final Roadway Plans (Designer Activities)								
81311	Final Roadway Plans LOE (Designer Activities)	160.0d	23-Jul-27	02-Mar-28	19-May-27	28-Dec-27			160.0d
81317	Start Final Roadway Plans	0.0d	23-Jul-27	23-Jul-27	19-May-27	19-May-27			0.0d
81354	Final Geometry	30.0d	23-Jul-27	02-Sep-27	19-May-27	29-Jun-27			30.0d
81372	Develop Final Signing & Marking Plans	10.0d	23-Jul-27	05-Aug-27	19-May-27	01-Jun-27			10.0d
81382	Develop Final Drainage Design	10.0d	03-Sep-27	16-Sep-27	30-Jun-27	13-Jul-27			10.0d
81517	Submit Second Submission Utility Plans to PM	0.0d	03-Sep-27	03-Sep-27	30-Jun-27	30-Jun-27			0.0d
81522	Develop Final Staging Plans	10.0d	17-Sep-27	30-Sep-27	14-Jul-27	27-Jul-27			10.0d
81532	Develop Final Staging Cross Sections	10.0d	01-Oct-27	14-Oct-27	28-Jul-27	10-Aug-27			10.0d
81562	Develop Final Erosion Control Plans	30.0d	15-Oct-27	25-Nov-27	11-Aug-27	21-Sep-27			30.0d
81592	Develop Final Construction Cost Estimate (with steps)	15.0d	14-Jan-28	03-Feb-28	10-Nov-27	30-Nov-27			15.0d
81713	QA Review of Final Roadway Plans (with steps)	20.0d	04-Feb-28	02-Mar-28	01-Dec-27	28-Dec-27			20.0d
81717	Submit FFPR Plans to PM for FFPR	0.0d	02-Mar-28	02-Mar-28	28-Dec-27	28-Dec-27			0.0d
81772	Develop Final Signalization Plans	5.0d	23-Jul-27	29-Jul-27	19-May-27	25-May-27			5.0d
81782	Develop Special Provisions	5.0d	26-Nov-27	02-Dec-27	22-Sep-27	28-Sep-27			5.0d
81792	Receive Utility Relocations and Plot Utilities	5.0d	07-Jan-28	13-Jan-28	03-Nov-27	09-Nov-27			5.0d
91312	Implementation of FFPR Comments	40.0d	22-May-28	14-Jul-28	16-Mar-28	10-May-28			40.0d
2.3	Procurement for Final Design or Task Order (if needed)								
33312	Prepare Procurement Requisition Form	60.0d	07-Aug-26	29-Oct-26	03-Jun-26	25-Aug-26			60.0d
33317	Submit Procurement Requisition (RTS)	0.0d	30-Oct-26	30-Oct-26	26-Aug-26	26-Aug-26			0.0d
33322	Consultant Acquisition (request through notification)	180.0d	30-Oct-26	08-Jul-27	26-Aug-26	04-May-27			180.0d
33329	Notice to Proceed (NTP) for Consultant Contract	0.0d	08-Jul-27	08-Jul-27	04-May-27	04-May-27			0.0d
33332	Consultant Kick-Off Meeting	10.0d	09-Jul-27	22-Jul-27	05-May-27	18-May-27			10.0d
1J	Prepare for Let								
20.4	FFPR								
89500	PM Request FFPR	0.0d	17-Mar-28	17-Mar-28	12-Jan-28	12-Jan-28			0.0d
90000	FFPR Summary	46.0d	17-Mar-28	19-May-28	12-Jan-28	15-Mar-28			46.0d
90100	FFPR Request (ES)	20.0d	17-Mar-28	13-Apr-28	12-Jan-28	08-Feb-28			20.0d
90200	FFPR Inspection	1.0d	14-Apr-28	14-Apr-28	09-Feb-28	09-Feb-28			1.0d
90300	FFPR Report Preparation	10.0d	17-Apr-28	28-Apr-28	10-Feb-28	23-Feb-28			10.0d
90350	FFPR Report Approval and Distribution	0.0d	01-May-28	01-May-28	24-Feb-28	24-Feb-28			0.0d
90375	PM Submits FFPR Responses to ES	10.0d	01-May-28	12-May-28	24-Feb-28	08-Mar-28			10.0d
90400	Verify FFPR Responses (ES)	5.0d	15-May-28	19-May-28	09-Mar-28	15-Mar-28			5.0d
90450	PM Distributes FFPR Responses	0.0d	19-May-28	19-May-28	15-Mar-28	15-Mar-28			0.0d
16.14	Permits								
88222	OES Receives and Reviews Plans for Permit Applications	10.0d	13-Mar-28	24-Mar-28	06-Jan-28	19-Jan-28			10.0d
88231	404 and Buffer Variance (BV) Permits LOE	85.0d	27-Mar-28	21-Jul-28	20-Jan-28	17-May-28			85.0d
16.14.1	404 Permit								
88233	Complete 404 Permit (with steps) 65d if Nationwide 100d if Individual Permit	65.0d	27-Mar-28	23-Jun-28	20-Jan-28	19-Apr-28			65.0d
16.14.2	Vegetative Buffer Variance (BV)								
88253	Prepare Buffer Variance (with steps)	85.0d	27-Mar-28	21-Jul-28	20-Jan-28	17-May-28			85.0d
21.5	Certifications								
95400	G.O. ROW Certification	4.0d	25-Jul-28	28-Jul-28	19-May-28	24-May-28			4.0d
16.15	Environmental Certification for CST Authorization								

ID/Code	Name	BL Project Duration	BL Project Start	BL Project Finish	Start	Finish	Actual Start	Actual Finish	Remaining Duration
18712	Receive Plans & Change Form (if needed); Circulate to Environmental Team	20.0d	27-Mar-28	21-Apr-28	20-Jan-28	16-Feb-28			20.0d
95200	Environmental Certification for Let Complete	10.0d	17-Jul-28	28-Jul-28	11-May-28	24-May-28			10.0d
16.15.1	Update Environmental Studies for CST Authorization								
18814	Update Ecology Studies	20.0d	24-Apr-28	19-May-28	17-Feb-28	15-Mar-28			20.0d
18854	Update History Studies	20.0d	24-Apr-28	19-May-28	17-Feb-28	15-Mar-28			20.0d
18864	Update Archaeology Studies	20.0d	24-Apr-28	19-May-28	17-Feb-28	15-Mar-28			20.0d
18884	Update Noise Assessments and Public Outreach (with steps)	20.0d	24-Apr-28	19-May-28	17-Feb-28	15-Mar-28			20.0d
18894	Update Air Quality Analysis	20.0d	24-Apr-28	19-May-28	17-Feb-28	15-Mar-28			20.0d
16.15.2	Environmental Reevaluation (delete if state funded)								
18723	Complete Environmental Reevaluation for CST Authorization (with steps)	20.0d	22-May-28	16-Jun-28	16-Mar-28	12-Apr-28			20.0d
18727	Submit Environmental Reevaluation to FHWA	0.0d	19-Jun-28	19-Jun-28	13-Apr-28	13-Apr-28			0.0d
18732	FHWA Approval of Environmental Reevaluation	20.0d	19-Jun-28	14-Jul-28	13-Apr-28	10-May-28			20.0d
21.05	Utility Certification								
95259	District Submits Recommendation and Certification Package	0.0d	14-Jul-28	14-Jul-28	10-May-28	10-May-28			0.0d
95300	Utility Agreements Preparation and Certification	30.0d	19-Jun-28	28-Jul-28	13-Apr-28	24-May-28			30.0d
24	Final Submittals								
90500	Submit Corrected FFPR Plans	0.0d	09-Jun-28	09-Jun-28	05-Apr-28	05-Apr-28			0.0d
95000	Final Submittals Summary	90.0d	09-Jun-28	13-Oct-28	05-Apr-28	09-Aug-28			90.0d
95099	Designer Submits Final Plans to PM for CBA Submission	0.0d	31-Jul-28	31-Jul-28	25-May-28	25-May-28			0.0d
95100	Submit Final Plans	0.0d	07-Aug-28	07-Aug-28	01-Jun-28	01-Jun-28			0.0d
95500	Construction Authorization	0.0d	25-Aug-28	25-Aug-28	21-Jun-28	21-Jun-28			0.0d
95600	Project Advertisement	15.0d	28-Aug-28	15-Sep-28	22-Jun-28	12-Jul-28			15.0d
95700	Utilities Notice to Proceed	0.0d	15-Sep-28	15-Sep-28	12-Jul-28	12-Jul-28			0.0d
95800	Let Contract	0.0d	13-Oct-28	13-Oct-28	09-Aug-28	09-Aug-28			0.0d

STATE OF GEORGIA
COUNTY OF NEWTON

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF OXFORD TO AMEND "CHAPTER 2: ARTICLE II: SECTION 12-20 APPOINTMENT AND QUALIFICATIONS OF JUDGE" TO THE CODE OF ORDINANCES OF THE CITY OF OXFORD; TO REPEAL ALL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY, AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Oxford, Georgia, hereinafter referred to as the ("City") pursuant to O.C.G.A. Sec. 36-35-3 known as the "Home Rule for Municipalities", is authorized to amend its Code of Ordinances, for which no opposing provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, the Georgia General Assembly passed, in the 2024 session, House Bill 456, effective July 1, 2024, and the Mayor and Council of the City of Oxford deem it in the best interest of the government, the residents of Oxford and the public to amend the term and circumstances for removal of the Municipal Judge of the Oxford Municipal Court, in concert with the requirements of HB 456; and

WHEREAS, to accomplish the above, the City desires to amend "CHAPTER 2: ARTICLE II: SECTION 12-20 APPOINTMENT AND QUALIFICATIONS OF JUDGE", as follows:

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Oxford that Chapter 3: Alcoholic Beverages, be added to the City of Oxford Code of Ordinances, as follows:

(Additions are in ***underlined bold italics***; deletions are ~~struck through~~)

Section 1.

Sec. 12-20. Appointment and qualifications of judge.

The Mayor and City Council is authorized to appoint a judge of the Municipal Court***, who shall serve a two-year term upon appointment***. Any person appointed as a judge shall possess such qualifications and shall receive such compensation as shall be fixed by the Mayor and City Council and ~~shall serve at the pleasure of the governing authority~~***, upon appointment, shall serve until a successor is appointed, or if the judge is removed from office as provided in Code Section 36-32-2.1. Such term shall be memorialized in a written agreement between such individual and the City of Oxford.***

Section 2. Repeal of All Ordinances in Conflict

All ordinances and resolutions or portions thereof in conflict with this ordinance are repealed to the extent of their conflict.

Section 3. Severability

If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and such remainder shall remain in full force and effect.

Section 4. Effective Date

Pursuant to Sec. 2-21 (9) (D), this Ordinance shall be in full force and effect five (5) days after its final passage.

First reading, this ___ day of _____, 2024.

Second reading and adoption, this ___ day of _____, 2025.

CITY OF OXFORD

_____
David S. Eady, Mayor

_____
Erik Oliver, Mayor Pro Tem

_____
George Holt, Councilmember

_____
Laura McCanless, Councilmember

_____
Mike Ready, Councilmember

_____
Jeff Wearing, Council Member

_____
James H. Windham, Councilmember

ATTEST:

_____
Marcia Brooks, CMC, City Clerk

{The Seal of the City of Oxford, Georgia}

APPROVED AS TO FORM:

_____
C. David Strickland, City Attorney

House Bill 456 (AS PASSED HOUSE AND SENATE)

By: Representatives Gunter of the 8th, Lumsden of the 12th, Scoggins of the 14th, Silcox of the 53rd, and Collins of the 71st

A BILL TO BE ENTITLED

AN ACT

To amend Article 1 of Chapter 32 of Title 36 of the Official Code of Georgia Annotated, relating to general provisions regarding municipal courts, so as to increase the term for municipal court judges from one year to two years unless otherwise provided for in a municipality's charter; to provide for removal of municipal court judges for breach of contract; to provide for an effective date and applicability; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Article 1 of Chapter 32 of Title 36 of the Official Code of Georgia Annotated, relating to general provisions regarding municipal courts, is amended by revising paragraph (1) of subsection (a) of Code Section 36-32-2, relating to appointment of judges, as follows:

"(a)(1) Notwithstanding any other provision of this chapter or any general or local Act, the governing authority of each municipal corporation within this state having a municipal court, as provided by the Act incorporating the municipal corporation or any amendments thereto, is authorized to appoint a judge of such court. Any individual appointed as a judge under this Code section shall possess such qualifications as set forth

in Code Section 36-32-1.1 and shall receive such compensation as shall be fixed by the governing authority of the municipal corporation. Notwithstanding the failure of the governing body of a municipal corporation to enter into a written agreement or enact an ordinance as provided for in this paragraph, any individual appointed as a judge under this Code section shall serve for a minimum term of ~~one year~~ two years from the date of appointment as reflected in the minutes of the municipal corporation, unless such municipal corporation's charter provides for a longer term, and until a successor is appointed or if the judge is removed from office as provided in Code Section 36-32-2.1. Such term shall be memorialized in a written agreement between such individual and the governing authority of the municipal corporation or in an ordinance or a charter. If such term is memorialized in a written agreement, such agreement shall not include any geographic limitation concerning a judge's eligibility to serve and shall not contain any provision that a judge serve in an at-will capacity.″

SECTION 2.

Said article is further amended by revising subsection (b) of Code Section 36-32-2.1, relating to removal of judges, as follows:

″(b)(1) A judge may be removed during his or her term of office by a two-thirds' vote of the entire membership of the governing authority of the municipal corporation for:

(A) Willful misconduct in office;

(B) Willful and persistent failure to perform duties;

(C) Habitual intemperance;

(D) Conduct prejudicial to the administration of justice which brings the judicial office into disrepute; or

(E) Disability seriously interfering with the performance of duties, which is, or is likely to become, of a permanent character.

(2) A municipality may define in its charter further conduct that may lead to a judge's removal.

(3) Where a municipality has entered into a written agreement with an individual memorializing the terms and conditions of his or her appointment as judge, and the municipality alleged a breach of the agreement:

(A) Written notice of such breach shall be given to the judge;

(B) The judge shall have up to 30 days after receiving the notice to cure the alleged breach;

(C) Where a municipality seeks to remove a judge for breach of the agreement, such removal during a judge's term shall only occur in the event of a material breach; and

(D) Removal for a material breach may only be done subject to the provisions of subsection (c) of this Code section."

SECTION 3.

This Act shall become effective on July 1, 2024, and shall apply to written agreements entered into on or after such date.

SECTION 4.

All laws and parts of laws in conflict with this Act are repealed.

CITY OF OXFORD
POLICE DEPARTMENT

Mark A. Anglin
Chief of Police

Memorandum

November 13, 2024

To: Bill Andrew, City Manager

Ref: Police Officer Oath of Office

The department is currently seeking Excellence in Policing Certification through GMA, LGRMS, and the GA Chief's Association. Part of the certification is updating the Oxford Police policy manual. Many of the policies have been or are undergoing updates. During this process I have been seeking the advice of our City Attorney, David Strickland. After reviewing and updating each policy, I send it over to Mr. Strickland for his approval and advice. During the review of the Oath of Office, I felt that the current Oath of office was lacking and needed to be updated.

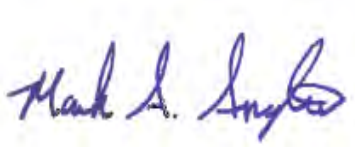
The Charter reads as follows:

Sec. 2-51. Oaths.
All officers and employees required by Charter or some other provision of law to take an oath shall, before entering upon the discharge of their respective duties, take and subscribe to the following oath before an officer authorized by law to administer oaths:
"I do solemnly (swear) (affirm) that I will faithfully perform the duties of (Mayor) (councilmember) of this city and that I will support and defend the Charter thereof as well as the Constitution and laws of the State of Georgia and of the United States of America."
(Code 1997, § 3-104)
State law reference(s)—Oath of public officers, O.C.G.A. § 45-3-1 et seq.; official bonds, O.C.G.A. § 45-4-1 et seq.; bond of municipal officers holding public funds, O.C.G.A. § 45-8-3.

Sec. 16-20. Oath.
Prior to entering upon the duties of their respective offices, all officers of the Police Department shall take and subscribe to the oath prescribed by the City Council.

I have attached the current Oath, and I am attaching the proposed new Oath *with added language to reflect that Officers, including myself, will faithfully observe all rules and regulations of the Oxford Police Department.* In my opinion, this change is necessary to reflect the professionalism the department is striving to achieve.

Respectively,



Chief of Police

CITY OF OXFORD
POLICE DEPARTMENT

Oxford Police Department

OATH OF OFFICE

I_____, do solemnly swear (or affirm) that I will faithfully enforce the Charter and Ordinances of the City of Oxford, the Laws and Constitution of the State of Georgia, Federal Laws, and the Constitution of the United States of America. That I will truly conduct myself as a Police Officer of the City of Oxford, without fear or favor, and will in all my actions function as I believe for the best interest of the City of Oxford, so help me God.

_____

Signature

_____

Mark A. Anglin

Chief of Police

_____

Witness

Administered this day of 20??

CURRENT OATH

OXFORD POLICE DEPARTMENT
STANDARD OPERATING PROCEDURE

Subject: OATH OF OFFICE	
Date of Issue:	Number of Pages: 2
Policy No. A020	Review Date:
Distribution: Departmental	Revision Date:

I. Purpose

To establish a uniform oath of office for sworn personnel employed by the Oxford Police Department. All law enforcement officers will be required to take the following oath of office, prior to exercising any type of police powers.

II. Oath of Office

I, _____, do solemnly swear or affirm that I will faithfully perform the duties of _____ of this city and that I will support and defend the Charter thereof as well as the Constitution and laws of the State of Georgia and of the United States of America as well as enforce the laws of the State of Georgia and ordinances of the City of Oxford. I will faithfully observe all the rules, orders and regulations of the Oxford Police Department.

I do further swear or affirm that I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, or any other state or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a police officer according to the Constitution and the laws of Georgia.

I do further swear or affirm that, as a police officer, I will faithfully serve and protect, to the best of my ability, all citizens regardless of race, color, or creed.

I accept the Law Enforcement Code of Ethics as my standard of conduct while on and off duty and swear to faithfully abide by and defend the same, so help me God.

DRAFT

III. Execution of the Oath of Office

The Chief of Police or Mayor shall administer the oath of office, and each officer will agree to the oath orally. The oath of office shall be in printed form and spaces provided for the signatures of the officer and the Chief of Police or Mayor. The date the oath is administered shall also be affixed.

This SOP supersedes any SOP previously issued.

BY ORDER OF THE CHIEF OF POLICE:

Mark A. Anglin

Mark A. Anglin
Chief of Police

UPDATED OATH

AtkinsRéalis

Mr. Bill Andrew,
City Manager
City of Oxford,
110 W. Clark Street
Oxford, Georgia, 30054

RE: Attachment A
City of Oxford- On Call Services – Task Order #8
Scope of Services: Existing Traffic Control Signage Inventory and Recommendations

November 13, 2024

Dear Mr. Andrew,

AtkinsRéalis
1500 & 1600 RiverEdge Parkway, NW
7th & 8th floor
Atlanta, GA 30328

atkinsrealis.com

The City of Oxford has requested that AtkinsRéalis provide an inventory the existing traffic control signage within the city limits and provide recommendation on future traffic control signage improvements. AtkinsRéalis appreciates the opportunity to assist the City of Oxford for this important project. The following is our proposed scope of services.

Project Tasks

Task 1. Project Management

AtkinsRéalis will:

- Provide project management to facilitate efficient project progress while maintaining ongoing, clear communication with the City of Oxford and City Manager.
- Services include organizing, managing, and coordinating the services required to perform the scope of work.
- Plan and facilitate a project kick-off meeting and site visit. At the conclusion of this meeting, AtkinsRéalis will develop a final project schedule.
- Conduct project management meetings to review project status, schedule, and budget and provide meeting notes at the conclusion of each meeting.

Deliverables:

- *Kick-off Meeting agenda and notes*
- *Project management meetings/phone calls to discuss project progress and issues with agenda and action items*

- *Final project management schedule*
- *Monthly invoices and progress reports on task completion and budget status*
- *Agenda and notes for coordination meetings with stakeholders and partners*

Task 2. Site Inventory and Analysis:
AtkinsRéalis Design Team will:

- Attend three-four (3-4) day review of project area, gather signage information related to the existing signage locations.
- During site visit conduct visual assessment/photo site documentation of the existing signage locations. Document location of existing signage in relation to roadway.
- AtkinsRéalis will look at type, location, signage clutter, and missing signage that may be required.

Deliverables:

- Prepare inventory base maps (utilizing available surveys, mapping, aerial photography and/ or Google Street View.
- Document existing traffic signage data. This includes any existing traffic control and street signage within the city limits.

Task 3. Preliminary Signage Plan
The AtkinsRéalis team will prepare preliminary traffic control signage plan, illustrating the proposed signage and its location. The preliminary signage plan will show the signage location and design type. A detailed estimate of probable costs will be provided by the AtkinsRéalis team that will include signage items recommended for future construction.

Deliverables:

- *One proposed city-wide traffic control signage plan.*
- *An estimate of probable costs*
- *Meeting with the City Manager to discuss the proposed traffic control signage and cost.*

Professional Fees for proposed Services:
This task order will be performed for a lump sum (firm -fixed price) of $20,000.00.

Proposed Schedule:
It is projected this task order will be completed within 2-3 months from execution of the task order from the City and Notice to Proceed.

Assumptions/Exclusions: Atkins has identified the following Assumptions and Exclusions for this project. Should the City request an additional service that has been excluded from the proposed scope of services, Atkins will prepare an Additional Task Order for the City review and approval.

The following Assumptions and Exclusions to the proposed scope of work include:

- The City will provide a manager with the authority to review the progress of the work, meeting(s), and make decisions and recommendations that may impact the project.
- The following services are not included in the scope of services:
    - As built survey of any kind including utilities
    - Traffic analysis studies, warrants or other traffic studies.
    - Right of Way Documents and/or Easement Plans
    - GDOT Agency approvals
    - Bidding and Construction Assistance

Service will be monthly. Additional services requested by the Client, not specifically identified in the above scope of services, will be invoiced separately in accordance with our standard hourly rate schedule. To provide the City of Oxford with these proposed services and for our Atkins accounting records, please provide a written Notice to Proceed.

We appreciate the opportunity to serve you and the City of Oxford, and we look forward to assisting the city in successfully completing the City Traffic Control Signage Effort. Should you have any questions or require additional information, please do not hesitate to contact me at 770.933.0280 or by email at john.boudreau@atkinsglobal.com.

Sincerely,

John Boudreau
Director of Urban Design
and Landscape Architecture

TASK ORDER

ATKINSRÉALIS Project Number: TBD

Task Order Number: TO-08

This Task Order is made part of and governed by the terms and provisions of the Master Services Agreement, dated the 5 day of May, 2022 ("Agreement"), by and between AtkinsRéalis ("ATKINSRÉALIS") and City of Oxford (the "Client"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

Scope of Services: In performing its work under this Task Order, ATKINSRÉALIS shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by ATKINSRÉALIS. ATKINSRÉALIS agrees to perform the following scope of services in accordance with the Payment Basis set forth below.

Describe Scope of Services here

Payment Basis: Select the basis of payment for this Task Order:

☐ **Time and Materials (T&M)**	
Total Labor:	_____
Total Materials:	_____
Total Ceiling "NTE" Amount:	_____

☐ **Firm-Fixed Price (FFP)**	
Total Task Order Amount:	$20,000.00

☐ **Cost Plus Fixed Fee (CPFF)**	
Total Estimated Costs:	_____
Fixed Fee:	_____
Total Price:	_____

☐ **Fixed Unit Rates/Prices**	
Total "NTE" Amount:	_____

☐ **Labor-Hour (LH)**	
Total Ceiling (NTE) Amount:	_____.

☐ **Other**	
Describe basis of payment:	_____

APPROVAL/ACCEPTANCE

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. This Task Order consists of this document and any supplemental pages attached and referenced hereto.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

AtkinsRéalis:

Name: _____
Title: R. Brian Bolick, PE- Vice President
Date: _____

Name: _____
Title: David S. Eady- Mayor
Date: _____

RESOLUTION

A RESOLUTION AMENDING THE 2023 UPDATE OF THE ISSUE BASED CITY OF OXFORD COMPREHENSIVE PLAN.

WHEREAS, the 1989 Georgia General Assembly enacted House Bill 215, the Georgia Planning Act, requiring all local governments to prepare a comprehensive plan in accordance with the Minimum Planning Standards and Procedures promulgated by the Georgia Department of Community Affairs; that the local government determines when a plan amendment is necessary to address changing circumstances that may have detracted from the usefulness of the plan as a guide to local decision-making; and

WHEREAS, the City of Oxford has determined a need to amend its comprehensive plan to revise policies regarding water system improvements, lot sizes, and a future CHIP grant application.

NOW THEREFORE, BE IT RESOLVED by the City of Oxford that the Comprehensive Plan amendments for the City of Oxford, Georgia dated 2023, as to include amendments in the following respect is hereby adopted, and furthermore, that the Northeast Georgia Regional Commission shall be notified of said adoption within seven (7) days of the adoption of this resolution:

Section 1.

Action Item "30– Implement water system improvements on Queen Anne St., Cindy/Coke St., West Watson St., Emory St., Stone St., and Williams St."

Section 2.

"Town Neighborhood Character Area" should state the smallest allowable lot size is .34 acres rather than .25 acres for R-15 zoning.

Section 3.

Action Item "9-Create funding program to address blight by assisting with home remediation costs" is amended to include "and submit application for a Community Home Investment Program (CHIP) grant for owner-occupied rehabilitation."

Adopted this _____day of _____, 2024.

_____ _____

David Eady, Mayor Witness
City of Oxford

STATE OF GEORGIA
COUNTY OF NEWTON

RESOLUTION

ADOPTING FINANCIAL POLICIES, AND TO REPEAL, REVOKE AND SUPERSEDE ALL RESOLUTIONS OR ORDINANCES IN CONFLICT

WHEREAS, the Mayor and Council of the City deem it in the best interest of the government and the residents of the City to promulgate certain Financial Policies and further refine other existing ones to guide the administration of the city's financial affairs; and

WHEREAS, the Mayor and Council of the City of Oxford have determined that the proper means of adopting such policies is by adopting the following Financial Policies; and

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF OXFORD, be it ordained by the Mayor and Council of the City of Oxford that the following are adopted as the Financial Policies of the City effective five (5) days after final adoption.

Section 2. Severability

If any section, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and such remainder shall remain in full force and effect.

Section 3. Effective Date

This Resolution shall become effective immediately upon passage.

SO RESOLVED this 9th day of December 2024.

CITY OF OXFORD

David S. Eady, Mayor

James H. Windham, Council Member

Erik Oliver, Council Member

George R. Holt, Council Member

Laura McCanless, Council Member

Michael Ready, Council Member

Jeff Wearing, Council Member

ATTEST:

Marcia Brooks, City Clerk

APPROVED AS TO FORM:

C. David Strickland, City Attorney

1. BUDGET - - Requirement of Annual Balanced Budget.

The City shall operate under an annual balanced budget adopted by resolution and administered in accordance with Chapter 81, Title 36 of the O.C.G.A. A budget resolution is balanced when the sum of estimated net revenues and appropriated fund balances is equal to appropriations. The City also shall adopt and operate under a project-length balanced budget for each capital projects fund. The project-length balanced budget shall be adopted by resolution in the year that the project initially begins and shall appropriate total expenditures for the duration of the capital project.

2. Procedures for Adoption of Budget.

1. By the date established by state law, in such manner and form as may be necessary, and consistent with the City's accounting system, the Mayor shall prepare a proposed budget for the City for the ensuing fiscal year.
2. The proposed budget shall be an estimate of the financial requirements of each department, by fund, for the budget year and shall be in such form and detail, with such supporting information and justifications, as may be prescribed by the Mayor and City Council.
3. No later than 60 days prior to the beginning of the fiscal year, the proposed budget shall be submitted to the Mayor and City Council for review prior to enactment of the Budget Resolution.
4. On the day that the budget is submitted to the Mayor and City Council, a copy of the budget shall be placed in a public location which is convenient to the residents of the City. A copy of the budget shall also be made available, upon request, to the news media.
5. At the time of submission of the budget to the Mayor and City Council, a statement advising the residents of the City of the availability of the budget shall be published in a newspaper of general circulation in the City. The notice shall be published during the week in which the proposed budget is submitted to the governing authority. The statement shall also advise residents that the public hearing will be held at which time any persons wishing to be heard on the budget may appear.
6. At least one week prior to adoption of the Budget Ordinance or Resolution, the Mayor and City Council shall conduct a public hearing, at which time any persons wishing to be heard on the budget may appear.
7. Nothing in this Section shall be deemed to preclude the conduct of further budget hearings if the Mayor and City Council deem such hearings necessary.

3. Form and Content of Budget.

The budget shall be prefaced by a clear general summary of its contents and shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures for the ensuing fiscal year. It shall be so arranged as to show comparative figures for actual and estimated income expenditures of the preceding fiscal year. Separate items shall be included for at least the following:

1. Administration, operation, and maintenance expenses of each department or office of the City, including a breakdown for salaries and wages for each such unit;
2. Interest and debt redemption charges;
3. Proposed capital expenditures, detailed by departments and offices when practicable;
4. Cash deficits of the preceding year;
5. Contingent expenses; and
6. Such reserves as may be deemed advisable by the City Council.

The total of proposed expenditures shall not exceed the total of anticipated revenue.

4. Adoption.

After the conclusion of the hearing and no later than June 30 of the fiscal year the Mayor and City Council shall adopt a Budget Resolution making appropriations for the fiscal year in such sums as the Mayor and City Council may deem sufficient, whether greater or less than the sums presented in the proposed budget.

5. Budget Message.

When introduced to the City Council for approval, the budget shall be accompanied by a budget message which shall explain the budget both in fiscal terms and in terms of the work programs. The budget message shall outline the proposed financial policies of the City for the ensuing fiscal year; describe the important features of the budget; indicate any major changes from the current year in financial policies, expenditures, and the revenues, together with the reasons for such change; summarize the City's debt position; and include such other material as will provide a complete synopsis of the financial condition of the City.

6. Amendments.

The City Council may amend the budget as it deems necessary during the fiscal year as follows:

1. Additions and subtractions from the original budget shall be equal so that the overall budget shall remain balanced as between revenues and expenditures; and
2. The amendment shall be by Resolution.

7. Audit Required.

1. Annual Audit. The Mayor and City Council shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the City for each fiscal year.
2. Audit Performed Before Years End. At the option of the Mayor and City Council, an audit may be made at a lesser interval than one year.

8. Conduct of Audit.

The audit of the City shall be conducted in accordance with generally accepted auditing standards. Each audit shall also contain a statement of any agreement or arrangement under which the City has assumed any actual or potential liability for the obligations of any governmental or private agency, authority, or instrumentality. Such statement shall include the purpose of the agreement or arrangement, shall identify the agency, authority, or instrumentality upon whose obligations the City is or may become liable, and shall state the amount of actual liability and the maximum amount of potential liability of the City under the agreement or arrangement.

9. Contents of Audit Reports.

The audit report shall include the auditor's unqualified opinion upon the presentation of the financial position and the result of the operations of the governmental unit or office which is audited. If the auditor is unable to express an unqualified opinion, he shall so state and shall further detail the reasons for qualification or disclaimer of opinion.

10. Forwarding Audit to State Auditor.

The annual audit report shall be completed, and a copy of the report forwarded to the state auditor within one hundred eighty (180) days after the close of the fiscal year. In addition to the audit report, the city shall forward to the state auditor, within 30 days after the audit report due date, written comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, the written comments should include a statement describing the reason it is not.

11. Public Inspection of Audit.

A copy of the report and of any comments made by the state auditor shall be maintained as a public record for public inspection during regular working hours in the City Clerk’s office.

12. Annual Report Submitted to the Department of Community Affairs.

The City shall submit an annual report of local government finances to the state Department of Community Affairs. The report shall include the revenues, expenditures, assets, and debts of all funds and agencies of the City, and other such information requested by the department.

13. Capital Program.

A five-year capital program shall be submitted to the City Council at the same time that the budget and budget message are introduced for approval. Such capital program shall include:

1. A clear general summary of its contents;

2. A list of all capital improvements which are proposed to be undertaken for the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements; and
3. Cost estimates, method of financing, and recommended time schedules for each such improvements.

The above information may be revised and extended each year with regard to capital improvements still pending or in the process of construction or acquisition.

14. Transfer of Appropriations.

During the fiscal year the City Council may, by Resolution, transfer part of or all of any unencumbered appropriation balance from one department, office, fund, to another. During the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance among line items within the budget of each department. Neither the City Council nor the City Manager may reduce or transfer any appropriation for debt service.

15. Emergency Appropriations.

Notwithstanding any other provision of this policy, the City Council may make emergency appropriations after the adoption of a budget, for a purpose which was not foreseen at the time of the adoption thereof, or for which adequate provision was not made therein. Such an appropriation shall be made only to meet a public emergency as defined as a threat to life or property, or an unforeseen situation that curtails or greatly diminishes an essential service as determined by the Mayor and Council and shall be made only out of actual unappropriated revenues or surplus. If there is no surplus, then temporary borrowing in notes may be made, provided that any such borrowed amounts are included as an appropriation in the next succeeding year's budget.

16. Lapse of Appropriations.

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the next succeeding year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned.

17. Uniform Chart of Accounts.

The municipality shall adopt and use the Uniform Chart of Accounts developed by the state Department of Community Affairs.

18. PURCHASING POLICY - - Intent.

The purpose of this policy is to provide guidance for the procurement of goods and services in compliance with procurement provisions of the City and the State of Georgia. The goal of this policy is to establish, foster, and maintain the following principles:

1. To consider the best interest of the City in all transactions;
2. To purchase without prejudice, seeking to obtain the maximum value for each dollar expenditure with maximum quality standards;
3. To subscribe to and work for honesty and truth in buying.
4. ***The City Shall follow all general procurement standards as mandated in 2 CFR 200.318-327.***

19. Vendors.

The City will make every effort to obtain high quality goods and services at the best possible price. All procurement procedures will be conducted in a fair and impartial manner with avoidance of any impropriety. All qualified vendors have access to City business. No bidder will be arbitrarily or capriciously excluded. It is the intent of the City that competition be sought to the greatest practical degree. The conditions of the contract shall be made clear in advance of the competition. Specifications shall reflect the needs of the City.

1. Solicitation of Vendors and Submission of Bids. When a purchase for a single good is expected to exceed $10,000.00 competition is required to the extent that it exists. Each department must attempt to obtain a minimum of three written bids from different sources. If three sources are not possible, the seeker of the bid must attempt to obtain as many vendors as possible. The department head shall document the competitive bidding process with records of the vendor and bids received.
2. Interest of City Officials in Expenditure of Public Funds. No official of the City will be interested directly or indirectly in any transaction with, sale to, work for, or contract of the City or any department of government or service involving the expenditure of public funds in violation of the City's "Ethics Ordinance". The City shall not use a vendor who is a member of the immediate family of the Mayor or Council, City Attorney, department head, City Manager, or City Clerk. The City shall not use a vendor for services in an operating department who is a member of the immediate family of an employee of that operating department.
3. Request for Proposal. Whenever appropriate, a Request for Proposal (RFP) process will be used for procuring products and services. The RFP should specify the service, evaluation criteria, and terms and conditions required by the City. Large purchases (over $100,000) shall be advertised in the legal organ and other venues as time and advertising funds allow.
4. Award of Bids. Bids are awarded to the lowest responsive and responsible bidder. A responsive bid is one that conforms in all material respects to the need of the City. Responsible means a bidder who has the capability to perform the requirements.
5. Local Bidder Preference. If all other relevant factors are met, each department is authorized to negotiate with and select a local vendor if the local vendor's bid is within ten percent

10% of the lowest offer. A business license from Newton County or one of its municipalities is required to qualify as a local vendor.

6. Equal Opportunity. The City will provide an equal opportunity for all businesses to participate in City contracts regardless of sex, race, color, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or transgender status. The City will actively seek to ensure that minority owned and operated firms have the opportunity to participate in the purchasing process, including, bidding, negotiations and contract awards. The City will not knowingly conduct business with contractors that discriminate or permit discrimination against persons because of sex, race, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or transgender status.
7. Ineligible Vendors. Any person, firm, or corporation who is in arrears to the City for taxes, or otherwise, is not qualified to bid on any purchase until their lien to the City has been cleared. No requisition will be approved for such vendors.
8. Contracts of other local governments. The City is authorized to use contracts and contract prices issued by other local governments when it is to the advantage of the City to do so.
9. State Contracts. The City is authorized to use state contracts in lieu of issuing bids to vendors or buying locally when it is to the economic advantage of the City or deemed appropriate by the Mayor and Council. The state contract price may be used to establish the maximum price for a good or service. Contracts negotiated and awarded by the Electric Cities of Georgia shall be considered state contracts within the context of this policy.
10. Back-up Policy and Emergency Purchases. The City will strive to decrease dependency on single-source vendors in order to achieve maximum efficiency in its purchases. When feasible, each department will have back-up vendors for each recurring or large purchase. In cases of emergency, a contract may be awarded without competitive bidding (i.e. by informal quotes). An emergency is defined as a threat to life or property, or an unforeseen situation that curtails or greatly diminishes an essential service as determined by the Mayor and Council. In the event of an emergency, the City Clerk shall be notified as soon as possible.

20. Purchase Order or Contractor Agreement.

The following is the established City procedure for use of purchase orders or contractor agreements:

1. The item or service must be required for City use and sufficient funds available in the approved budget to cover the cost of the item or service;
2. Purchase orders or contractor proposals may be initiated by the City Manager, City Clerk, or a department head;
3. Contractor agreements are to be prepared by the City Clerk and forwarded to the authorized persons under the established guidelines of the approval procedure listed in the next section.
4. Following approval, the purchase order or contractor agreement will be forwarded to the vendor or contractor.
5. The department head receiving the goods or services is responsible for confirming that the purchase or work accurately reflects the goods or services ordered.

6. After confirmation that goods are accurately received, or contractors work is complete, invoices, purchase orders and packing slips, or contracts are submitted to the City Clerk for payment.
7. The City Clerk or his designee will prepare payment for all approved invoices or contracts.

21. Approval Procedure.

1. Department heads and the City Manager shall have the authority to purchase individual goods or services costing $500 (five hundred dollars) or less each as long as costs remain within the approved budget. The Department Head or the City Manager will determine if more than one quote is needed.
2. Two oral or written quotes are required for purchases over $500 (five hundred dollars) and less than $2,500 (two thousand five hundred dollars) each as long as cost remains within the approved budget and the purchase is approved by the City Manager.
3. Two written quotes are required for purchases over $2,500 (two thousand five hundred dollars) and less than $10,000 (ten thousand dollars) each as long as cost remains within the approved budget and the purchase is approved by the City Manager.
4. Three competitive written bids are required for purchases over $10,000 (ten thousand dollars) and the purchase must be approved by the Mayor and City Council.

Exemptions: Routine operational expenses or prior approved expense items are exempt from this Section. The City Clerk shall monitor operational expenses and report to the Mayor and Council any and all invoices that may be considered to be in question. Routine operational expenses include: payroll, membership dues, employees retirement and health insurance, uniform expense, electric and water purchases, landfill tipping fees, natural gas, communication expenses, and long-term debt payments.

22. Issuance of Checks - When Countersigning Required.

All checks issued on the City treasury shall be signed as follows:

1. Less than $10,000: Any two of the following; the Mayor, Mayor Pro Tem, City Manager, City Clerk, or Deputy City Clerk shall have the authority to sign any check issued on the City treasury in a total amount of less than $10,000 (ten thousand dollars) each as long as costs remain within the approved budget. Purchases for a single item or contract shall not be subdivided such that individual checks are less than $10,000 though the total expended exceeds same; and,
2. Over $10,000: Two signatures shall be required as follows; (a) the Mayor or Mayor Pro tem, and (b) City Manager or City Clerk or Deputy City Clerk together shall have the authority to sign any other check by countersignatures issued on the City treasury in a total amount of $10,000.00 and excess so long as costs remain within the approved budget.

23. Petty Cash.

Petty cash is used to make small cash disbursements for those purchases that must be made quickly and without prior notice on a contingency basis. Petty cash is incurred as an expense for each

department. The petty cash account must be replenished by the General Fund Cash Account and allocations made to the appropriate departments.

The following is the City's policy on petty cash distributions:

1. Under $50.00. Cash is distributed at the department level with the City Clerk's or designee approval.
2. A receipt must be submitted for reimbursement.

24. City credit card.

1. The Mayor and Council shall authorize issuance of City credit cards. The credit card is to be used for City business only to purchase goods, services, or for specific expenditures incurred under approved conditions. The cardholder is the only person authorized use of the credit card. The City Clerk shall be responsible for the credit cards and shall issue the cards as necessary.
2. The credit card holder is responsible for documentation and safekeeping of the credit card during the employee's issuance. A receipt for each transaction must be obtained by the employee when a purchase is made using the City credit card. This receipt shall be dated and a description of the service or item purchased and account codes shall be written on every receipt. The receipts are to be given to the City Clerk when the credit card is returned for safekeeping.

25. REVENUE POLICY - Characteristics.

The City shall strive for the following characteristics in its revenue structure:

1. Equity. The City shall make every effort to maintain equity in its revenue system. The City shall seek to minimize subsidization between entities, funds, service, customer classes, and utilities.
2. Adequacy. The City shall require that a balance in the revenue system be achieved. The revenue structure shall have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.
3. Administration. The benefits of a revenue source shall exceed the cost of levying and collecting that revenue. The price of collection shall be reviewed periodically for effectiveness.
4. Diversification and Stability. The City shall maintain a diversified and stable revenue structure. The revenue mix shall combine elastic and inelastic revenue sources to minimize the effect of economic downturns.
5. Conservative Estimates. Revenues will be estimated realistically and prudently. Revenues of a volatile nature will be estimated conservatively. Conservative revenue estimates based on prior year collections may be used for revenue projections.
6. Aggressive Collection Policy. The City shall follow an aggressive policy of collection revenues. As a last resort, real property will be sold to satisfy non-payment of property taxes.

26. Issues.

The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1. Non-recurring Revenues. One-time or non-recurring revenues shall not be used to finance current ongoing operations. Non-recurring revenues should be used only for non-recurring expenditures.
2. Property Tax Revenues. All real and business personal property located within the City shall be valued at forty percent (40%) of the fair market value for any given year based on the current appraisal supplied to the City by the county Board of Tax Assessors.
3. User-based Fees and Service Charges. For services associated with a user fee or charge, the direct and indirect costs of that service shall be offset by a fee where possible. There will be an annual review of fees and charges to ensure that the fees provide adequate coverage of cost. The Mayor and Council shall set schedules of fees and charges.
4. Intergovernmental Revenues (Federal/State/Local). These revenue sources will be expended only for the intended purpose of grant aid. Operational requirements set up as a result of a grant or aid could be discontinued once the term and conditions of the project have terminated.
5. Revenue Monitoring. Revenues received shall be compared to budgeted revenues. Significant variances will be investigated by the Mayor and Council or its designee.

27. DEBT POLICY - Policy Statement.

The City recognizes that to maintain flexibility in responding to changing service priorities, revenue inflows, and cost structures, a debt management strategy is required. The City strives to balance service demands and the amount of debt incurred. The City realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects as well. The goal of the City's debt policy is to maintain a sound fiscal position and to protect the credit rating of the City. When the City utilizes debt financing, it will ensure the debt is financed soundly and conservatively.

28. Conditions for Using Debt.

Debt financing of capital improvements and equipment will be done only when one or more of the following four conditions exist:

1. When non-continuous projects (those not requiring continuous annual appropriations) are desired:
2. When it can be determined that future users will receive a benefit from the improvement;
3. When it is necessary to provide basic services to residents and taxpayers;
4. When total debt, including that issued by overlapping government entities, does not constitute an unreasonable burden to residents and taxpayers.

29. Sound Financing of Debt.

When the City utilizes debt financing, it will ensure that the debt is soundly financed by:

1. Taking a prudent and cautious stance toward debt, incurring debt only when necessary;
2. Conservatively projecting the revenue sources that will be used to pay the debt;
3. Insuring that the term of any long-term debt incurred by the City shall not exceed the expected useful life of the asset for which the debt is incurred and shall be limited to capital improvements only;
4. Determining that the benefits of the improvement exceed the costs, including interest costs;
5. Maintaining a debt service coverage ratio which ensures that combined debt service requirements will not exceed revenues pledged for the payment of debt;
6. Analyzing the impact of debt service on total annual fixed costs before bonded long-term debt is issued.

30. CAPITAL ASSETS POLICY - - Fixed Asset Criteria.

A fixed asset is defined as a financial resource meeting all of the following criteria:

1. It is tangible in nature.
2. It has a useful life of greater than one year.
3. It is not a repair part or supply item.
4. It has a value equal to, or greater than, the capitalization threshold of five thousand dollars ($5,000.00.)

31. General Policy.

1. Each department head is responsible for the proper recording, acquisition, transfer, and disposal of all assets within his department. City property may not be acquired, transferred, or disposed of without providing proper documentation.
2. Recording of Fixed Assets. Unless otherwise approved by the City Clerk, all recordable fixed assets must be recorded within 30 calendar days after receipt and acceptance of the asset. Assets will be capitalized at acquisition cost, including expenses incurred in preparing the asset for use. Donated assets shall be recorded at fair market value as determined by the department head. The City will recognize acquisition costs based on individual unit prices. Assets should not be grouped. For equipment purchases, title is considered to pass at the date the equipment is received. Similarly, for donated assets, title is considered to pass when the asset is available for the agency's use and when the agency assumes responsibility for maintaining the asset. Constructed assets are transferred from the construction in progress account to the related building, improvements other than buildings, or equipment accounts when they become operational.
3. Acquisition of Fixed Assets. There are various methods by which assets can be acquired. The asset acquisition method determines the basis for valuing the asset. Fixed assets may be acquired in the following ways:

    A. New purchases;
    B. Donations;
    C. Transfers from other City departments;

D. City surplus;
E. Internal/external construction;
F. Lease purchases;
G. Trade-in.
H. Forfeiture or condemnation

4. Lease Purchases. Assets may be lease-purchased through installment purchases (an agreement in which title passes to the department) or through lease financing arrangements (an agreement in which title may or may not pass). Departments considering a lease purchase for greater than $10,000.00 and other than from an established, City-approved contract, must have approval of the Mayor and Council.
5. Transfer of Fixed Assets. An asset transfer between departments usually represents the sale of an item by one department to another and may be treated as a new purchase. A transfer between related departments under the same control (Police and Fire, for example) may, if desired, be treated as a transfer rather than a sale. That is, the asset is recorded under the new department with original acquired data and funding amount.
6. Sale of Fixed Assets. Sale of fixed assets by the City must be to the highest, responsible bidder and must be conducted by sealed bid, by auction, or on-line bid service. The sale must be publicized in accordance with state laws.
7. Disposal of Fixed Assets. When an asset is disposed of, its value is removed from the financial balances reported and from inventory reports; however, the asset record, including disposal information, remains on the master file for three years, in the City Clerk's Office, after which time it is purged from the system according to general accepted accounting principles. A disposal action is appropriate only when certain conditions occur resulting in an asset no longer being in the possession of the agency. Assets no longer in use, which remain in the possession of the department, are considered surplus property and not a disposal. Fixed assets may be disposed of in any one of six ways:

   A. Sale or trade-in;
   B. Abandonment/retirement;
   C. Lost or stolen:
   D. Transfer;
   E. Cannibalization (taking parts and employing them for like uses within the department, such as is: often the practice in computer or vehicle maintenance);
   F. Casualty loss.

   Only when the asset is no longer in possession of the department, due to one of the six reasons listed above, is disposal action appropriate. Assets are "abandoned" or "retired" when there is no longer any use for them in the department; they are of no use to any other City department; or they cannot be repaired, transferred, cannibalized, sold, or traded-in. Stolen items must be reported to the Oxford Police Department and a police report filed. A copy of this report must accompany the disposal record. Casualty losses must be documented within 24 hours of loss and reported to the City Clerk immediately for follow-up with the City's insurance carrier. Cannibalized items are considered surplus and are disposed of by noting cannibalization on the disposal record. Departments will send documentation of items cannibalized to the City Clerk's Office, and all remaining costs and

accumulated depreciation will be removed from appropriate asset accounts in the general fixed asset fund. All assets no longer in the possession of the department, due to one of these six qualifying conditions and after submission of all appropriate documentation to the City Clerk's Office, will be removed from the master departmental asset file and considered disposed. Department management is responsible for reviewing disposal reports, evaluating causes and trends leading to disposals, and implementing procedures to more effectively manage and control disposals when the dispositions represent problems, inefficiencies, or the incurrence of unnecessary cost.

8. Physical Inventory. An annual physical inventory of all fixed assets will be performed each January by the department heads. A full report of the results of the inventory will be sent to the City Clerk.

32. INVESTMENT POLICY - - Scope.

This investment policy applies to all funds under the City's control; excluding the City's pension funds, which are invested at the direction of the City Employees' Retirement System.

33. Objectives.

The following investment objectives shall be met with this policy:

1. Safety. Preservation of principal shall always be the foremost objective in any investment transaction involving City funds. Those investing funds on the City's behalf must first ensure that capital losses are avoided by limiting credit and interest risk.
2. Liquidity. The second objective shall be the maintenance of sufficient liquidity within the investment portfolio. The City's investment portfolio shall be structured such that securities mature at the time when cash is needed to meet anticipated demands. Additionally, since all possible cash demands cannot be anticipated, the portfolio should maintain some securities with active secondary or resale markets.
3. Return on Investment. The third objective shall be the realization of competitive investment rates, relative to the risk being assumed. However, yield on the City's investment portfolio is of secondary importance compared to the safety and liquidity objectives described above.

34. Delegation of Authority.

The overall management of the investment program is the responsibility of the Mayor and Council. Responsibility for the daily investment activities will be assigned to the City Clerk. Responsibilities to fulfill this authority include: opening accounts with banks, brokers, and dealers; arranging for the safekeeping of securities; and executing necessary documents. A system of internal controls over investments will be established and approved by the City's independent auditors. The controls are designed to prevent losses of public funds arising from fraud, error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent action by staff and City officials. No person may engage in an investment transaction except as provided for under the terms of the policy.

35. Authorized Investments.

All investment activity is required to be in compliance with Chapter 83 of Title 36 of the Official Code of Georgia, which establishes guidelines for local government investment procedures.
The City may invest funds subject to its control and jurisdiction in the following:

1. Certificates of Deposit (CD's) issued by banks insured by the Federal Deposit Insurance Corporation (FDIC). Deposits in excess of FDIC coverage must be collateralized by securities with a market value equal to at least one hundred ten percent (110%) of the deposit. Only those securities described in Georgia Code 50-17-59 can be pledged as collateral;
2. Certificates of Deposit of (CD's) issued by savings and loans associations issued by the Federal Savings and Loan Insurance Corporation (FSLIC). Deposits in excess of the FSLIC coverage must be collateralized by securities equal to at least one hundred ten percent (110%) of the deposit. Only those securities described in Georgia Code 50-17-59 can be pledged as collateral;
3. Obligations issued by the United States Government;
4. Obligations fully insured or guaranteed by the United States Government or a United States Government Agency;
5. Obligation of any corporation of the United States Government;
6. Obligation of the State of Georgia or of other states;
7. Obligation of other political subdivisions of the State of Georgia;
8. The local government investment pool of the State of Georgia managed by the State Department of Administrative Services, Fiscal Division;
9. Repurchase Agreements (REPO's) issued by commercial banks insured by the FDIC and collateralized by securities described in Georgia Code 50-17-59 with a market value equal to at least one hundred three percent (103%) of the Repurchase Agreements' maturity value;
10. Repurchase Agreements (REPS's) issued by primary dealers supervised by the Federal Reserve Bank of New York and collateralized by securities described in Georgia Code 50-17-59 with a market value of at least one hundred three percent (103%) of the repurchase agreements' maturity value; and
11. Prime Banker's Acceptances.

36. Prudence.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Under the "prudent person" standard, investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable revenue to be gained. The City Clerk and all designees acting in accordance with 1) written procedures, 2) this investment policy, and 3) exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse development.

37. Diversification.

The City agrees with the premise that diversification is an important component of portfolio security. Therefore, the City shall endeavor to maintain an adequate level of diversification among its investments. The City shall not be over invested in any one type of instrument or financial institution. This limitation shall not apply to the Local Government Investment pool or direct obligations of the United States Government.

38. Maturities.

To achieve the aforementioned objective of adequate liquidity within City's portfolio, the City shall attempt to match investment maturities with anticipated cash flow requirements. Unless matched to a specific cash flow, the maximum maturity of any instrument in the City's portfolio may not exceed two years from the date of acquisition by the City. The maturity of non-negotiable time deposits may not exceed one year.

39. Ethics and Conflicts of Interest.

Officers and employees involved in the investment process will refrain from personal business activity that would conflict with proper execution of the investment program, or which would impair their ability to make impartial investment decisions. Employees and investment official will disclose to the Mayor and Council any material financial interest in financial institutions that conduct business with the City, and they will further disclose any large personal financial/investment positions that would be related to the performance of the City's portfolio. Employees and investment officials will subordinate their personal investment transactions to those of the City-particularly with regard to the time of purchases and sales.

40. Relationships with Banks and Brokers.

The City will select depositories through the City's banking services procurement process-including formal requests for proposals issued as needed. In selecting depositories, objective business criteria will be used. To the extent possible, preference will be given to depositories

located within the county. The creditworthiness of the institutions will be a fundamental consideration.

41. Report on Deposits and Investments.

The City Clerk, or his designees, will seek to achieve a market average rate of return on the City's portfolio. Given the special safety and liquidity needs of the City, the basis used to determine whether market yields are being achieved shall be the six month Treasury Bill.

42. GRANT POLICY - - Scope.

The purpose of this policy is to provide direction in the application, acceptance and administration of funds awarded through grants to the City from other local governments, the state or federal government, non-profit agencies, philanthropic organizations and the private sector.

43. Application and Acceptance of Grants.

1. The Mayor and Council must approve the application for and acceptance of any grants.
2. The City will assess the merits of a particular program as if it were funded with local tax dollars. No grant will be accepted that will incur management and reporting costs greater than the grant amount.

44. Grant Administration.

Each department must notify the City Clerk upon the approval of any grant. Prior to the receipt or expenditure of grant revenues, the City Clerk must be provided with the following information prior to receiving grant revenues or making purchases against the grant:

A. Copy of grant application:
B. Notification of grant award;
C. Financial reporting and accounting requirements including separate account codes or bank accounts;
D. Schedule of grant payments.

45. IDENTITY THEFT PREVENTION PROGRAM POLICY - - Purpose.

The purpose of this Article is to comply with 16 CFR § 681.2 in order to detect, prevent and mitigate identity theft by identifying and detecting identity theft red flags and by responding to such red flags in a manner that will prevent identity theft.

46. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

a) *Covered account* means An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; and Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.
b) *Credit* means the right granted by a creditor to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase property or services and defer payment therefore.
c) *Creditor* means any person who regularly extends, renews, or continues credit; any person who regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who participates in the decision to extend, renew, or continue credit and includes utility companies and telecommunications companies.
d) *Customer* means a person that has a covered account with a creditor.
e) *Identity theft* means a fraud committed or attempted using identifying information of another person without authority.
f) *Person* means a natural person, a corporation, government or governmental subdivision or agency, trust, estate, partnership, cooperative, or association.
g) *Personal Identifying Information* means a person's credit card account information, debit card information bank account information and drivers' license information and for a natural person includes their social security number, mother's birth name, and date of birth.
h) *Red flag* means a pattern, practice, or specific activity that indicates the possible existence of identity theft.
i) *Service provider* means a person that provides a service directly to the city.

47. Findings.

The city is a creditor pursuant to 16 CFR § 681.2 due to its provision or maintenance of covered accounts for which payment is made in arrears. Covered accounts offered to customers for the provision of city services include water, sewer, solid waste collection and electrical services. The city's previous experience with identity theft related to covered accounts is as follows: utility customers attempting to present forged/altered identification documents; customers' use of stolen or fraudulent social security numbers/cards; notification by customers that they are not receiving statements at their correct mailing address, etc.

The processes of opening a new covered account, accessing a covered account, restoring or modifying an existing covered account, making payments on such accounts, and an existing covered account, have been identified as potential processes in which identity theft could occur. The city limits access to personal identifying information to those employees responsible for or otherwise involved in opening or restoring covered accounts or accepting payment for use of covered accounts. Information provided to such employees is entered directly into the city's computer system and is not otherwise recorded.

The city determines that there is a moderate to high risk of identity theft occurring in the following ways:

a) Use by an applicant of another person's personal identifying information to establish a new covered account;
b) Use of a previous customer's personal identifying information by another person in an effort to have service restored in the previous customer's name;
c) Use of another person's credit card, bank account, or other method of payment by a customer to pay such customer's covered account or accounts; and
d) Use by a customer desiring to restore such customer's covered account of another person's credit card, bank account, or other method of payment.

48. Process of establishing a covered account.

As a precondition to opening a covered account in the city, each applicant shall provide the city with personal identifying information of the customer, i.e. a valid government issued identification card containing a photograph of the customer or, for customers who are not natural persons, a photograph of the customer's agent opening the account. Such applicant shall also provide any information necessary for the department providing the service for which the covered account is created to access the applicant's consumer credit report. Such information shall be entered directly into the city's computer system and shall not otherwise be recorded.

Each account shall be assigned an account number and personal identification number (PIN) which shall be unique to that account. The city may utilize computer software to randomly generate assigned PINs and to encrypt account numbers and PINs.

49. Access to covered account information.

Access to customer accounts shall be password protected and shall be limited to authorized city personnel. Such passwords shall be changed by the city clerk, or Assistant city clerk (by designation) on a regular basis, shall be at least 8 characters in length and shall contain letters, numbers and symbols. Any unauthorized access to or other breach of customer accounts is to be reported immediately to the city manager and the password changed immediately. Personal identifying information included in customer accounts is considered confidential and any request or demand for such information shall be immediately forwarded to the city manager and the city Attorney.

50. Credit Card Payments.

In the event that credit card payments that are made over the internet are processed through a third party service provider, such third party service provider shall certify that it has an adequate identity theft prevention program in place that is applicable to such payments. All credit card payments made over the telephone or the city's website shall be entered directly into the customer's account information in the computer database. Account statements and receipts for covered accounts shall include only the last four digits of the credit or debit card or the bank account used for payment of the covered account.

51. Sources and types of red flags.

All employees responsible for or involved in the process of opening a covered account, restoring a covered account or accepting payment for a covered account shall check for red flags as indicators of possible identity theft and such red flags may include:

a. Alerts from consumer reporting agencies, fraud detection agencies or service providers. Examples of alerts include but are not limited to:
    i. A fraud or active duty alert that is included with a consumer report;
    ii. A notice of credit freeze in response to a request for a consumer report;
    iii. A notice of address discrepancy provided by a consumer reporting agency;
    iv. Indications of a pattern of activity in a consumer report that is inconsistent with the history and usual pattern of activity of an applicant or customer, such as:
        1. A recent and significant increase in the volume of inquiries;
        2. An unusual number of recently established credit relationships;
        3. A material change in the use of credit, especially with respect to recently established credit relationships; or
        4. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.
b. Suspicious documents. Examples of suspicious documents include:
    i. Documents provided for identification that appear to be altered or forged;
    ii. Identification on which the photograph or physical description is inconsistent with the appearance of the applicant or customer;
    iii. Identification on which the information is inconsistent with information provided by the applicant or customer;
    iv. Identification on which the information is inconsistent with readily accessible information that is on file with the financial institution or creditor, such as a signature card or a recent check; or
    v. An application that appears to have been altered or forged, or appears to have been destroyed and reassembled.
c. Suspicious personal identification, such as suspicious address change. Examples of suspicious identifying information include:
    i. Personal identifying information that is inconsistent with external information sources used by the financial institution or creditor. For example:
        1. The address does not match any address in the consumer report; or
        2. The Social Security Number (SSN) has not been issued, or is listed on the Social Security Administration's Death Master File.
    ii. Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer, such as a lack of correlation between the SSN range and date of birth.
    iii. Personal identifying information or a phone number or address, is associated with known fraudulent applications or activities as indicated by internal or third-party sources used by the financial institution or creditor.

iv. Other information provided, such as fictitious mailing address, mail drop addresses, jail addresses, invalid phone numbers, pager numbers or answering services, is associated with fraudulent activity.
v. The SSN provided is the same as that submitted by other applicants or customers.
vi. The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of applicants or customers.
vii. The applicant or customer fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
viii. Personal identifying information is not consistent with personal identifying information that is on file with the financial institution or creditor.
ix. The applicant or customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

d. Unusual use of or suspicious activity relating to a covered account. Examples of suspicious activity include:
    i. Shortly following the notice of a change of address for an account, city receives a request for the addition of authorized users on the account.
    ii. A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example:
        1. The customer fails to make the first payment or makes an initial payment but no subsequent payments.
        2. An account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:
            a. Nonpayment when there is no history of late or missed payments;
            b. A material change in purchasing or spending patterns;
            c. An account that has been inactive for a long period of time is used, taking into consideration the type of account, the expected pattern of usage and other relevant factors.
    iii. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's account.
    iv. The city is notified that the customer is not receiving paper account statements.
    v. The city is notified of unauthorized charges or transactions in connection with a customer's account.
    vi. The city is notified by a customer, law enforcement or another person that it has opened a fraudulent account for a person engaged in identity theft.
e. Notice from customers, law enforcement, victims or other reliable sources regarding possible identity theft or phishing relating to covered accounts.

52. Prevention and mitigation of identity theft.

In the event that any city employee responsible for or involved in restoring an existing covered account or accepting payment for a covered account becomes aware of red flags indicating possible identity theft with respect to existing covered accounts, such employee shall use her discretion to determine whether such red flag or combination of red flags suggests a threat of identity theft. If, in her discretion, such employee determines that identity theft or attempted identity theft is likely or probable, such employee shall immediately report such red flags to the city clerk/city manager.

If, in her discretion, such employee deems that identity theft is unlikely or that reliable information is available to reconcile red flags, the employee shall convey this information to the city clerk/city manager, who may in her discretion determine that no further action is necessary. If the city clerk/city manager in her discretion determines that further action is necessary, a city employee shall perform one or more of the following responses, as determined to be appropriate by the city clerk/city manager:

a) Contact the customer;
b) Make the following changes to the account if, after contacting the customer, it is apparent that someone other than the customer has accessed the customer's covered account:
    a. change any account numbers, passwords, security codes, or other security devices that permit access to an account; or
    b. close the account;
c) Cease attempts to collect additional charges from the customer and decline to sell the customer's account to a debt collector in the event that the customer's account has been accessed without authorization and such access has caused additional charges to accrue;
d) Notify a debt collector within 72 hours of the discovery of likely or probable identity theft relating to a customer account that has been sold to such debt collector in the event that a customer's account has been sold to a debt collector prior to the discovery of the likelihood or probability of identity theft relating to such account;
e) Notify law enforcement, in the event that someone other than the customer has accessed the customer's account causing additional charges to accrue or accessing personal identifying information; or
f) Take other appropriate action to prevent or mitigate identity theft.

In the event that any city employee responsible for or involved in opening a new covered account becomes aware of red flags indicating possible identity theft with respect an application for a new account, such employee shall use her discretion to determine whether such red flag or combination of red flags suggests a threat of identity theft. If, in her discretion, such employee determines that identity theft or attempted identity theft is likely or probable, such employee shall immediately report such red flags to the city clerk/city manager. If, in her discretion, such employee deems that identity theft is unlikely or that reliable information is available to reconcile red flags, the employee shall convey this information to the city clerk/city manager, who may in her discretion determine that no further action is necessary. If the city clerk/city manager in her discretion determines that further action is necessary, a city employee shall perform one or more of the following responses, as determined to be appropriate by the city clerk/city manager:

a) Request additional identifying information from the applicant;
b) Deny the application for the new account;
c) Notify law enforcement of possible identity theft; or
d) Take other appropriate action to prevent or mitigate identity theft.

53. Updating the program.

The city council shall annually review and, as deemed necessary by the council, update the Identity Theft Prevention Program along with any relevant red flags in order to reflect changes in risks to customers or to the safety and soundness of the city and its covered accounts from identity theft. In so doing, the city council shall consider the following factors and exercise its discretion in amending the program:

a) The city's experiences with identity theft;
b) Updates in methods of identity theft;
c) Updates in customary methods used to detect, prevent, and mitigate identity theft;
d) Updates in the types of accounts that the city offers or maintains; and
e) Updates in service provider arrangements.

54. Program administration.

The city clerk responsible for oversight of the program and for program implementation. The city clerk is responsible for reviewing reports prepared by staff regarding compliance with red flag requirements and with recommending material changes to the program, as necessary in the opinion of the city clerk to address changing identity theft risks and to identify new or discontinued types of covered accounts. Any recommended material changes to the program shall be submitted to the city council for consideration by the council.

The city clerk will report to the mayor at least annually, on compliance with the red flag requirements. The report will address material matters related to the program and evaluate issues such as:

a) The effectiveness of the policies and procedures of city in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
b) Service provider arrangements;
c) Significant incidents involving identity theft and management's response; and
d) Recommendations for material changes to the program.

The city clerk is responsible for providing training to all employees responsible for or involved in opening a new covered account, restoring an existing covered account or accepting payment for a covered account with respect to the implementation and requirements of the Identity Theft Prevention Program. The city clerk shall exercise her discretion in determining the amount and substance of training necessary.

Outside service providers.
In the event that the city engages a service provider to perform an activity in connection with one or more covered accounts the city clerk shall exercise her discretion in reviewing such arrangements in order to ensure, to the best of her ability, that the service provider's activities are conducted in accordance with policies and procedures, agreed upon by contract, that are designed

to detect any red flags that may arise in the performance of the service provider's activities and take appropriate steps to prevent or mitigate identity theft."

55. TREATMENT OF ADDRESS DISCREPANCIES. - - Purpose.

Pursuant to 16 CFR § 681.1, the purpose of this Article is to establish a process by which the city will be able to form a reasonable belief that a consumer report relates to the consumer about whom it has requested a consumer credit report when the city has received a notice of address discrepancy.
(Ord. of 6-1-2009(3), § 2(2))

56. Definitions.

For purposes of this article, the following definitions apply:

a) *Notice of address discrepancy* means a notice sent to a user by a consumer reporting agency pursuant to 15 U.S.C. § 1681(c)(h)(1), that informs the user of a substantial difference between the address for the consumer that the user provided to request the consumer report and the address(es) in the agency's file for the consumer.
b) *City* means the City of Oxford, Georgia.

57. Policy.

In the event that the city receives a notice of address discrepancy, the city employee responsible for verifying consumer addresses for the purpose of providing the municipal service or account sought by the consumer shall perform one or more of the following activities, as determined to be appropriate by such employee:

Compare the information in the consumer report with:

a) Information the city obtains and uses to verify a consumer's identity in accordance with the requirements of the Customer Information Program rules implementing 31U.S.C. § 5318(1);
b) Information the city maintains in its own records, such as applications for service, change of address notices, other customer account records or tax records; or
c) Information the city obtains from third-party sources that are deemed reliable by the relevant city employee.

Verify the information in the consumer report with the consumer.

58. Furnishing consumer's address to consumer reporting agency.

In the event that the city reasonably confirms that an address provided by a consumer to the city is accurate, the city is required to provide such address to the consumer reporting agency from which the city received a notice of address discrepancy with respect to such consumer. This information is required to be provided to the consumer reporting agency when:

a) The city is able to form a reasonable belief that the consumer report relates to the consumer about whom the city requested the report;
b) The city establishes a continuing relation with the consumer; and
c) The city regularly and in the ordinary course of business provides information to the consumer reporting agency from which it received the notice of address discrepancy.
d) Such information shall be provided to the consumer reporting agency as part of the information regularly provided by the city to such agency for the reporting period in which the city establishes a relationship with the customer.

59. Methods of confirming consumer addresses.

The city employee charged with confirming consumer addresses may, in her discretion, confirm the accuracy of an address through one or more of the following methods:

a) Verifying the address with the consumer;
b) Reviewing the city's records to verify the consumer's address;
c) Verifying the address through third party sources; or
d) Using other reasonable processes.

60. Collections Policy – Oxford Utility Customers/Accounts

The city provides various utility services to its customers; should any of its customers become sufficiently delinquent in their payments of the same, the City Manager (or her/his designee) shall have all necessary power and authority to civilly prosecute collection of said accounts. This shall include the discretion to contract with acceptable collection companies to pursue collections, civil prosecution of such delinquencies, also including the discretion as when to file suit, when and under what circumstances to settle such accounts, and when to recommend to the Mayor and Council of the City to write off as uncollectible certain utility accounts.

GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT

Employers eligible to participate in GIRMA (hereinafter a "Participating Employer" or "Employer") shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the GIRMA Fund C Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by GIRMA's Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the "First Responder PTSD Policy") and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to individuals performing service for them as an employed or volunteer "First Responder" as defined below ("First Responders").

Who Does What?

- GIRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the "Act"), effective January 1, 2025.
- Georgia Municipal Association, Inc., ("GMA") is the Program Administrator for GIRMA. GMA uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers' Application and Participation Agreements.
- Participating Employers are responsible for providing census data to GMA's broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to GMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by GMA's broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, GMA and its broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither GIRMA nor GMA have any role in claim determination or payment.

Definition of First Responder. A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

(A) 'Communications officer' as defined in Code Section 37-12-1;
(B) 'Correctional officer' as defined in Code Section 45-1-8;
(C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
(D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
(E) 'Firefighter' as defined in Code Section 25-4-2;
(F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
(G) 'Jail officer' as defined in Code Section 45-1-8;
(H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
(I) 'Peace officer' as defined in Code Section 35-8-2;
(J) 'Probation officer' as defined in Code Section 45-1-8; and
(K) Law enforcement officer with the Department of Natural Resources.

Employer Obligations:

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel. Participating Employers that are members of GIRMA's Property and Liability Fund may call the GIRMA HelpLine at 800-721-1998 for free legal advice about whether an individual meets the statutory definition.
- Employer is solely responsible for keeping an accurate list of all First Responders, and providing correct and complete information to GMA's broker.
- Employer shall submit initial First Responder census data to the GMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or GMA, Employer shall provide MetLife or GMA the information requested.

Benefits Exempt from Income Tax:

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to GIRMA has advised GIRMA of the following:

- The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
- Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.
- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.

- A copy of the opinion letter is available upon request.

Information Privacy and Security:

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, GMA, the GMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to GMA's broker using a secure portal established by the broker.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

Participating Employer is applying for and agreeing to purchase the <u>First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit</u> unless the following option is checked.

____ First Responder Lump Sum PTSD Diagnosis Benefit Only* *(Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.)*

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the GIRMA Bylaws regarding termination of membership in a GIRMA Fund.

On behalf of _____ [Name of Participating Employer], _____ County, Georgia, I submit this Application and Participation Agreement and agree to its terms.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Privacy Notice for Georgia First Responders PTSD Program

This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.

PROGRAM ADMINISTRATORS: Certain employees of Georgia Municipal Association ("GMA") and Association County Commissioners of Georgia ("ACCG") provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT: The Ashley Wilson Act contains privacy requirements for information that "could reasonably be used to identify individuals making claims or who have made claims or who have received benefits." These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as "sensitive mental health information" and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder's express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

Eligibility Data: A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

Information Provided by First Responder: If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

Information About First Responder Claims or Receipt of Benefits: Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.

Reports that Do Not Include Direct Identifiers: Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on GFRPTSDInsurance.com.

A RESOLUTION TO ADD MEMBERSHIP IN A FUND OF GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY (GIRMA)

WHEREAS, the Public Entity of _____, located in _____ County, Georgia ("Public Entity") is a current member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the governing authority of Public Entity is currently a member of a GIRMA Fund and desires to add membership in an additional GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the Fund Election Form attached as Appendix A and the Application and Participation Agreement applicable to the Fund and finds that it is in the best interest of its residents for Public Entity to be a member of the Fund indicated on the Fund Election Form;

NOW THEREFORE BE IT RESOLVED by the governing authority of Public Entity:

1. The [Insert title of Chief Officer] of Public Entity is authorized to act on behalf of Public Entity to elect membership in the Fund identified in the Election Form attached as Appendix A by executing the the Application and Participation Agreement for such GIRMA Fund.
2. The [Insert title of Chief Officer] of Public Entity is designated as Public Entity's representative to GIRMA for purposes of Fund participation.
3. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA
4. This resolution shall be effective on the date of adoption.

Adopted this _____ day of 20 _____ _[Name of Public Entity]_____

By: _____, _____

[Print Name of Person Authorized to Sign Resolutions, Title]

Attest: _____, _____

[Print Name of Person Authorized to Attest, Title]

APPENDIX A

Georgia Interlocal Risk Management Agency ("GIRMA") Fund C Election Form
for Existing GIRMA Members

As stated in Section 6.1 of the Intergovernmental Contract, a GIRMA member must participate in at least one Fund established by the GIRMA Board of Trustees. The Intergovernmental Contract and GIRMA Bylaws apply to all GIRMA members, regardless of the Fund or Funds in which they participate. Terms and conditions specific to a Fund are set forth in the Coverage Description for the Fund.

This election form is for use by current GIRMA Members who wish to join GIRMA Fund C and thereby offer PTSD Benefits to eligible First Responders.

Fund C Application Information: GIRMA established Fund C on September 4, 2024. Fund C will provide fully- insured lump sum benefits and disability benefits for first responders entitled to such benefits under the Ashley Wilson Act. A coverage description for Fund C has been filed with the Georgia Department of Insurance and will be made available to Fund C members after approval of membership in Fund C by Georgia Municipal Association, Inc., the Program Administrator for GIRMA, and the insurance carrier.

To join Fund C, the governing body of the GIRMA Member must adopt a Resolution to Add Membership in a GIRMA Fund and the individual authorized to serve as the Public Entity's primary contact for Fund participation must complete and sign the First Responder PTSD Application and Participation Agreement. Membership in Fund C is effective when the Application is approved by the Program Administrator and the carrier.

GEORGIA FIRST RESPONDER PTSD PROGRAM

ACCG | GEORGIA MUNICIPAL ASSOCIATION

GMA - GIRMA Georgia First Responder PTSD Program
Proposal for Coverage

Effective Date: January 1, 2025
Anniversary Date: January 1

Member: City of Oxford
Member Number: 0000180
Insurer: Metropolitan Life Insurance Company (MetLife)

There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:

1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

The GMA-GIRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a city is permitted to purchase only one component if you have existing coverage that complies with the new law.

Estimated annual premiums are based on the Eligible First Responder census data provided by the city. While the premiums below are estimated annual amounts, the city will be billed on a semiannual basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit – All First Responders		
Lifetime Benefit per first responder:	$3,000	**(Mandated Limit)**
Lump Sum PTSD Diagnosis Benefit - Estimated Annual Premium for All First Responders:		**$184.00**

Component 2: PTSD Disability Limit		
Employed First Responders		
Monthly benefit:	60% of pre-disability first responder earnings	
Maximum monthly benefit per first responder:	$5,000	
Estimated Annual Premium for Employed First Responders:		**$408.00**
Volunteer First Responders		
Monthly Benefit per first responder:	$1,500	
Estimated Annual Premium for Volunteer First Responders:		**$0.00**
PTSD Disability Limit – Estimated Annual Premium for All First Responders:		**$408.00**

Estimated Annual Premium for Components 1 & 2: Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit	**$592.00**

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

GEORGIA FIRST RESPONDER
PTSD PROGRAM
ACCG GEORGIA MUNICIPAL ASSOCIATION

Optional Limits for Consideration:

The coverage limits reflected for Lump Sum PTSD ($3,000) and PTSD Disability Benefit (60% of earnings for employees and $1,500/month for volunteers) on Page 1 of the Proposal for Coverage reflect the mandated amounts required by HB 451. However, if your city would like to purchase additional limits above the mandated amounts, the pricing is outlined in the table below. You can select a higher limit for Lump Sum PTSD only, a higher limit for PTSD Disability only, or a higher limit for both coverages. To elect a higher limit, please check the box beside the chosen limit(s).

***If you do NOT want to elect a higher limit, you can disregard this form. If optional limits are not selected, coverage will default to the minimum required limits in HB 451.**

In order to bind coverage for this program (mandated OR optional limits), the executed Application and Participation Agreement as well as the enrollment documents are required.

Lump Sum PTSD Diagnosis Limit	Total Premium Cost at Higher Limit	Check to increase limit
$5,000	$632.00	
$10,000	$736.00	
$15,000	$840.00	

PTSD Disability Benefit (Class 2 Volunteers ONLY)	Total Premium Cost at Higher Limit	Check to increase limit
$2,000	$592.00	

This document must be signed and returned to Lockton at gfrptsd@lockton.com for the higher limits to be effective.

City Name: _____

Name of Authorized City Employee:_____

Title of Authorized City Employee: _____

Signature of Authorized City Employee: _____

Date: _____

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

note for all new trees and shrubs:
-remove approx. 3'x3' grass area at planting location by hand
-sheet mulch
-1" compost
-2" woodchips client provided



-remove dogwood
-excavate stump
-grade

remove approx. 20 shrubs (Indian hawthorne)

-weeding
-2" woodchips, client provided

- Oxford to provide wood chipper for green waste

remove all Indian hawthorne and mahonia
-(approx 92 total shrubs)
-leave hollies
-remove sod with sod cutter
-sheet mulch
-2" woodchips, client provided

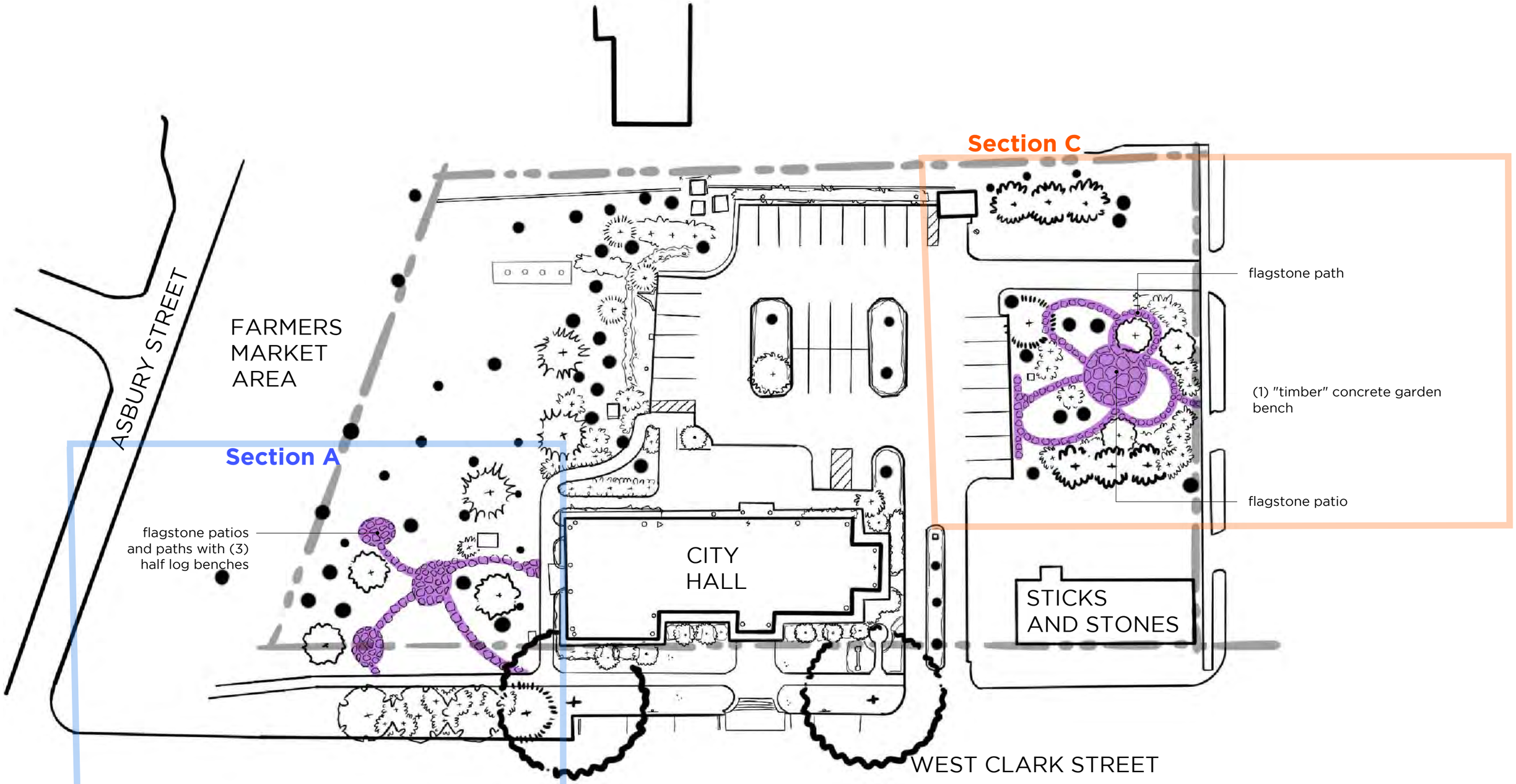
remove metal edging
- dispose in onsite dumpster

Site Preparation Plan October, 2024	Revisions	shades of green PERMACULTURE
Prepared for City of Oxford 110 W Clark St Oxford, GA 30054	Designed by: Raleigh Wasser	

0 20 40 60 feet

SCALE:1"=20'

N



Hardscape Plan October, 2024	Revisions	shades of green PERMACULTURE
Prepared for City of Oxford 110 W Clark St Oxford, GA 30054	Designed by: Raleigh Wasser	

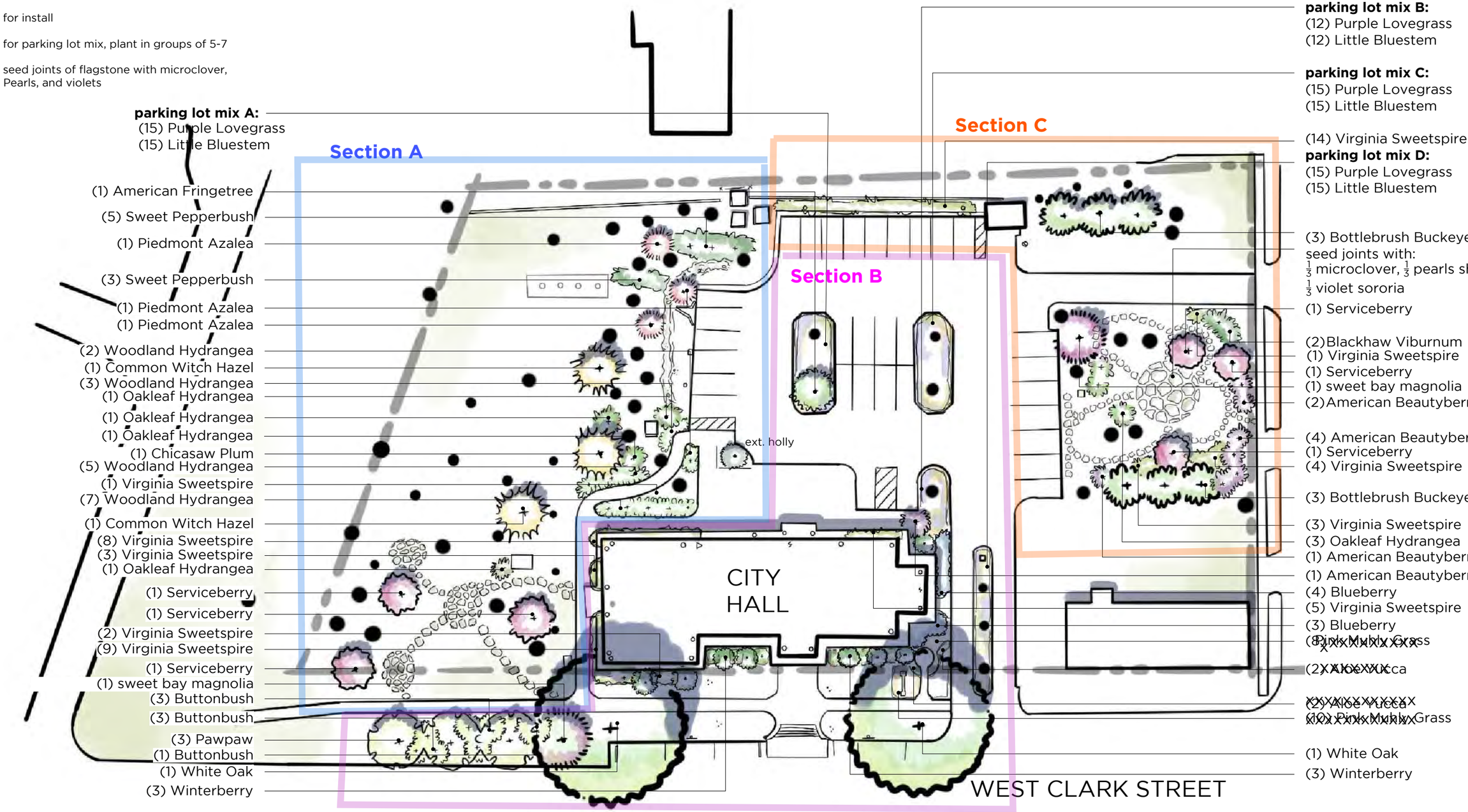
0 20 40 60 feet

SCALE:1"=20'

N

note for install

- for parking lot mix, plant in groups of 5-7
- seed joints of flagstone with microclover, Pearls, and violets



parking lot mix A:
(15) Purple Lovegrass
(15) Little Bluestem

(1) American Fringetree
(5) Sweet Pepperbush
(1) Piedmont Azalea
(3) Sweet Pepperbush
(1) Piedmont Azalea
(1) Piedmont Azalea
(2) Woodland Hydrangea
(1) Common Witch Hazel
(3) Woodland Hydrangea
(1) Oakleaf Hydrangea
(1) Oakleaf Hydrangea
(1) Oakleaf Hydrangea
(1) Chicasaw Plum
(5) Woodland Hydrangea
(1) Virginia Sweetspire
(7) Woodland Hydrangea
(1) Common Witch Hazel
(8) Virginia Sweetspire
(3) Virginia Sweetspire
(1) Oakleaf Hydrangea
(1) Serviceberry
(1) Serviceberry
(2) Virginia Sweetspire
(9) Virginia Sweetspire
(1) Serviceberry
(1) sweet bay magnolia
(3) Buttonbush
(3) Buttonbush
(3) Pawpaw
(1) Buttonbush
(1) White Oak
(3) Winterberry

parking lot mix B:
(12) Purple Lovegrass
(12) Little Bluestem

parking lot mix C:
(15) Purple Lovegrass
(15) Little Bluestem

(14) Virginia Sweetspire

parking lot mix D:
(15) Purple Lovegrass
(15) Little Bluestem

(3) Bottlebrush Buckeye
seed joints with:
$\frac{1}{3}$ microclover, $\frac{1}{3}$ pearls shade mix,
$\frac{1}{3}$ violet sororia
(1) Serviceberry

(2)Blackhaw Viburnum
(1) Virginia Sweetspire
(1) Serviceberry
(1) sweet bay magnolia
(2)American Beautyberry

(4) American Beautyberry
(1) Serviceberry
(4) Virginia Sweetspire

(3) Bottlebrush Buckeye

(3) Virginia Sweetspire
(3) Oakleaf Hydrangea
(1) American Beautyberry
(1) American Beautyberry
(4) Blueberry
(5) Virginia Sweetspire
(3) Blueberry
(8) Pink Muhly Grass
(2) Aloe Yucca
(2) Aloe Yucca
(10) Pink Muhly Grass

(1) White Oak
(3) Winterberry

Planting Plan October, 2024	Revisions	shades of green PERMACULTURE
Prepared for City of Oxford 110 W Clark St Oxford, GA 30054	Designed by: Raleigh Wasser	

0 20 40 60 feet
SCALE:1"=20'

N



Asimina triloba
Pawpaw



Magnolia virginiana
Sweet Bay Magnolia



Chionanthus virginicus
American Fringetree



Quercus alba
White Oak



Aesculus parviflora
Bottlebrush Buckeye



Amelanchier spp.
Serviceberry



Callicarpa americana
American Beautyberry



Cephalanthus occidentalis
Buttonbush



Hamamelis virginiana
Witch Hazel



Hydrangea arborescens
Woodland Hydrangea



Clethra alnifolia
Sweet Pepperbush



Hydrangea quercifolia
Oakleaf Hydrangea



Viburnum prunifolium
Blackhaw Viburnum



Rhododendron canescens
Piedmont Azalea



Prunus angustifolia
Chickasaw plum



Ilex verticillata
Winterberry



Itea virginica
Virginia Sweetspire



Vaccinium spp.
Blueberry

Oxford City Hall
110 W Clark St Oxford GA

Prepared by: Shades of Green Permaculture
Designed by: Raleigh Wasser
July 2024

shades of green PERMACULTURE



EXHIBIT A

Proposal for Permaculture Installation Services
City of Oxford
110 W Clark St, Oxford, GA 30054
Oxford_241114_full site
11/14/2024

Proposals are valid 3 month from proposal date.

LINE ITEMS		
SITE PREP		$12,979.34
Section B- City Hall and Islands: Remove all indian hawthornes around perimeter of city hall and on far side of parking lot. Remove metal edging and dispose in onsite dumpster. Remove dying tree and stump in W parking lot island. In parking lot islands, weed and add 2" of client provided wood chips.		
For all new trees and shrubs, remove approx 3'x3' grass area around base of shrub, and add sheet mulch, 1" compost, and 2" client provided wood chips. Green waste to be chipped with client provided chipper.		0 0
Includes all labor and materials.		0 0
HARDSCAPE		$57,613.70
Section A - On W side of property, build three flagstone patios, connected with flagstone paths. Add (3) half log benches to each patio.		
Section C - On E side of property, build one large flagstone patio with interconnected looping pathways. Add (1) timber concrete garden bench. Includes all labor and materials.		
PLANTING		$48,085.18
Plant all plants according to design. For parking lot mix, plant in groupings of 5-7 plants. Seed a mix of microclover, Pearl's sun/shade mix, and violets around all hardscaping areas and cover with wheat straw for establishment. Plant selection subject to change as install date approaches. Includes all labor and materials.		
10% Design Fee Discount		-$532.90
Travel		$6,708.00
Section A - West Side		$1,677.00
Section B - City Hall and Islands (includes design fee discount)		$1,677.00
Section C -East side and North parking lot	$	3,354.00
TOTAL		**$124,853.32**

** Final price pending pre install site visit to verify site conditions.

Section A - West Side	**$34,218.42**
Section B - City Hall and Islands (includes design fee discount)	**$33,833.19**
Section C -East side and North parking lot	**$ 56,801.71**

SITE PREP

Section B- City Hall and Islands: Remove all indian hawthornes around perimeter of city hall and on far side of parking lot. Remove metal edging and dispose in onsite dumpster. Remove dying tree and stump in W parking lot island. In parking lot islands, weed and add 2" of client provided wood chips.

For all new trees and shrubs, remove approx 3'x3' grass area around base of shrub, and add sheet mulch, 1" compost, and 2" client provided wood chips. Green waste to be chipped with client provided chipper.

Includes all labor and materials.

DESCRIPTION	QTY	UNIT	COST	TOTAL		
SITE PREP: bulk- sheet mulch	394	sf	$1.41	$555.54		Section B - City Hall and Islands
SITE PREP: demo- loose hardscape removal (LF)	89	lf	$1.11	$99.12	edging	Section B - City Hall and Islands
SITE PREP: labor- excavating stump	0.5	cy	$541.00	$241.86		Section B - City Hall and Islands
SITE PREP: vegetation removal- sod, by hand	300	sf	$1.11	$333.00	new shrub	Section B - City Hall and Islands
SITE PREP: vegetation removal- shrub	92	ea	$77.90	$7,166.80		Section B - City Hall and Islands
SITE PREP: vegetation removal- weeding	448	sf	$0.84	$376.32		Section B - City Hall and Islands
SITE PREP: vegetation removal- tree	1	ea	$285.70	$285.70		Section B - City Hall and Islands
SITE PREP: bulk- wood chips, client provided, 2in	3	cy	$175.00	$525.00		Section B - City Hall and Islands
SITE PREP: bulk- wood chips, client provided, 2in	3	cy	$175.00	$525.00		Section B - City Hall and Islands
SITE PREP: bulk- sheet mulch	100	sf	$1.41	$141.00		Section C -East side and North parking lot
SITE PREP: vegetation removal- sod, by hand	300	sf	$1.11	$333.00	new shrub	Section C -East side and North parking lot
SITE PREP: vegetation removal- shrub	20	ea	$77.90	$1,558.00		Section C -East side and North parking lot
SITE PREP: bulk- compost with biochar 1"	1	cy	$416.00	$416.00		Section C -East side and North parking lot
SITE PREP: bulk- compost with biochar 1"	1	cy	$416.00	$416.00		Section C -East side and North parking lot
			subtotal	$12,979.34		

ADDITIONAL

		Total	$12,979.34
Section A - West Side		n/a	
Section B - City Hall and Islands			$10,115.34
Section C -East side and North parking lot			$2,864.00

HARDSCAPE

Section A - On W side of property, build three flagstone patios, connected with flagstone paths. Add (3) half log benches to each patio.

Section C - On E side of property, build one large flagstone patio with interconnected looping pathways. Add (1) timber concrete garden bench. Includes all labor and materials.

DESCRIPTION	QTY	UNIT	COST	TOTAL		
HARDSCAPE: labor- excavation	3	cy	$541.36	$1,353.40		Section A - West Side
HARDSCAPE: patio/path- flagstone- farmer's market side	305	sf	$58.10	$17,720.50	large flag	Section A - West Side
HARDSCAPE: patio/path- flagstone- HWY 81 side	393	sf	$58.10	$22,833.30	large flag	Section C -East side and North parking lot
HARDSCAPE: labor- excavation	3	cy	$541.36	$1,353.40		Section C -East side and North parking lot
			subtotal	$43,260.60		
ADDITIONAL						
timber concrete garden bench	1	ea	$2,448.70	294.87	Timber C	Section A - West Side
Reinforced GFRC Concrete Half-Log Bench, 6' Half-Log Benc	3	ea	$3,634.80	11404.4	half log	Section C -East side and North parking lot
			Total	**$57,613.70**		

Section A - West Side	$22,022.80
Section B - City Hall and Islands	n/a
Section C -East side and North parking lot	$35,591.10

PLANTING

Plant all plants according to design. For parking lot mix, plant in groupings of 5-7 plants. Seed a mix of microclover, Pearl's sun/shade mix, and violets around all hardscaping areas and cover with wheat straw for establishment. Plant selection subject to change as install date approaches. Includes all labor and materials.

DESCRIPTION	QTY	UNIT	COST	TOTAL	
PLANTING: seed- American Meadows micro clover	100	sf	$0.10	$10.00	Section A - West Side
PLANTING: seed- American Meadows micro clover	100	sf	$0.10	$10.00	Section A - West Side
PLANTING: bulk- wheat straw only	393	sf	$0.40	$157.20	Section A - West Side
PLANTING: seed- Pearl`s Premium sun/shade	100	sf	$0.59	$59.00	Section A - West Side
PLANTING: seed- violet soroia	100	sf	$0.59	$59.00	Section C -East side and North parking lot
PLANTING: seed- violet soroia	100	sf	$0.59	$59.00	Section C -East side and North parking lot
PLANTING: bulk- wheat straw only	305	sf	$0.40	$122.00	Section C -East side and North parking lot
PLANTING: seed- Pearl`s Premium sun/shade	100	sf	$0.59	$59.00	Section C -East side and North parking lot
			subtotal	$535.20	
ADDITIONAL					
plant list				$47,549.98	

			Total	**$48,085.18**
Section A - West Side				$10,518.82
Section B - City Hall and Islands				$22,573.75
Section C -East side and North parking lot				$14,992.61

PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE	SPACING	$/UNIT	TOTAL	REMARKS	
Prunus angustifolia	Chickasaw Plum	1	15 gal.		$291.56	$291.56		Section A - West Side
Amelanchier spp.	Serviceberry	3	2" calip	M	$708.12	$2,124.36		Section A - West Side
Clethra alnifolia	Sweet Pepperbush	8	7 gal.		$214.03	$1,712.24		Section A - West Side
Hamamelis virginiana	Witch Hazel	2	30 gal.		$508.87	$1,017.74		Section A - West Side
Hydrangea arborescens	Woodland Hydrangea	17	7 gal.		$214.03	$3,638.51		Section A - West Side
Hydrangea quercifolia	Oakleaf Hydrangea	4	7 gal.		$214.03	$856.12		Section A - West Side
Rhododendron canescens	Piedmont Azalea	3	7 gal.		$214.03	$642.09		Section A - West Side
Asimina triloba	Pawpaw	3	15 gal.		$291.56	$874.68		Section B - City Hall and Islands
Magnolia virginiana	Sweet Bay Magnolia	1	8' tall	M	$708.12	$708.12		Section B - City Hall and Islands
Chionanthus virginicus	American Fringetree	1	7' tall	M	$708.12	$708.12		Section B - City Hall and Islands
Quercus alba	White Oak	2	4" calip	M	$1,008.00	$2,016.00		Section B - City Hall and Islands
Callicarpa americana	American Beautyberry	1	15 gal.		$291.56	$291.56		Section B - City Hall and Islands
Cephalanthus occidentalis	Buttonbush	7	15 gal.		$291.56	$2,040.92		Section B - City Hall and Islands
Ilex verticillata	Winterberry	6	7 gal.		$214.03	$1,284.18	dwarf, Incl	Section B - City Hall and Islands
Itea virginica	Virginia Sweetspire	44	7 gal.		$214.03	$9,417.32		Section B - City Hall and Islands
Vaccinium spp.	Blueberry	7	7 gal.		$214.03	$1,498.21		Section B - City Hall and Islands
Eragrostis spectabilis	Purple Lovegrass	57	1 gal.		$32.76	$1,867.32		Section B - City Hall and Islands
Schizachyrium scoparium	Little Bluestem	57	1 gal.		$32.76	$1,867.32		Section B - City Hall and Islands
Magnolia virginiana	Sweet Bay Magnolia	1	8' tall	M	$708.12	$708.12		Section C - East side and North parking lot
Aesculus parviflora	Bottlebrush Buckeye	6	30 gal.		$508.87	$3,053.22		Section C - East side and North parking lot
Amelanchier spp.	Serviceberry	3	2" calip	M	$708.12	$2,124.36		Section C - East side and North parking lot
Callicarpa americana	American Beautyberry	7	15 gal.		$291.56	$2,040.92		Section C - East side and North parking lot
Hydrangea quercifolia	Oakleaf Hydrangea	3	7 gal.		$214.03	$642.09		Section C - East side and North parking lot
Itea virginica	Virginia Sweetspire	22	7 gal.		$214.03	$4,708.66		Section C - East side and North parking lot
Viburnum prunifolium	Blackhaw Viburnum	2	6' tall	M	$708.12	$1,416.24		Section C - East side and North parking lot
					TOTAL	########		

Section A - West Side	$10,282.82
Section B - City Hall and Islands	$22,573.75
Section C - East side and North parking lot	$14,613.61