June 28, 2013

SPECIAL CALLED CITY COUNCIL MEETING

5:00 p.m.

130 E. 5TH STREET

Tifton Municipal Courtroom

TIFTON, GEORGIA

CITY OF TIFTON
June 28, 2013
Tifton Municipal Courtroom
130 E. 5th Street
5:00 p.m.

SPECIAL CALLED MEETING

PUBLIC HEARING – PROPOSED MILLAGE RATE INCREASE AND ADOPTION OF THE FY 2014 BUDGET

AGENDA

1. Resolution providing for adoption of the FY 2014 City of Tifton Budget

2. Resolution providing for refinancing of the First Community Bank Telecommunications Loan

3. Resolution utilizing existing cash to pay off the remaining unfunded retirement liability in FY 2013

4. Resolution committing fund balance in accordance with GASB 54

5. Resolution authorizing the Mayor to into a Non Discrimination Agreement with the Georgia Department of Transportation, Title VI Compliance & Assurances

TIFTON CITY COUNCIL AGENDA ITEM

TIFTON Georgia
The Friendly City

TO: Tifton City Council

FROM: Lois A. Love, Interim Finance Director

DATE: June 20, 2013

DEPARTMENT: Finance

SUBJECT: Recommended FY 2014 Budget with 3 Mill Increase

DATE: June 28, 2013
Workshop Meeting ( )
Regular Meeting (X)
Called Meeting ( )

EXECUTIVE SUMMARY
In order for the City to be in compliance with State law, a balanced operating budget must be adopted each year.

PROPOSED ACTION
Resolved that the recommended FY 2014 budget with a 3 mill increase shall be approved.

SUPPORTING INFORMATION

Background Information
As per State law, the City is required to adopt a balanced operating budget each fiscal year. The budget provides appropriations for the operations of the City, its funds, and various functions/programs. This recommended budget includes a 3 mill increase for FY 2014. Also, a new section has been added to the resolution regarding departmental budget transfers within certain account parameters.

Financial Implications
- There are no financial implications.
- Is this a budgeted item _____N/A ____. Current available budgeted amount_____.

Pros and/or Cons
The budget sets limits for spending, targets for revenue, and established estimates for the next fiscal year's surplus or deficit. The 3 mill increase will provide much needed funds to assist in City operations. This millage increase will add a $90 annual increase ($7.50 monthly) to a home valued at $100,000 with a standard homestead exemption.

Implementation
Upon approval, the recommended budget will be effective July 1, 2013. The Finance Director will be responsible for ensuring the implementation of the budget.

STATE OF GEORGIA
COUNTY OF TIFT
CITY OF TIFTON

RESOLUTION NO. 2013-_____

BUDGET ADOPTION AND APPROPRIATIONS ACT
FOR FISCAL YEAR 2013-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, TO ADOPT BUDGETS FOR EACH FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2013, AND ENDING JUNE 30, 2014. TO MAKE AND PROVIDE APPROPRIATIONS FOR THE OPERATIONS OF CITY GOVERNMENT AND ITS FUNDS, DEPARTMENTS, BOARDS, COUNCIL, AND AGENCIES AND FOR OTHER MUNICIPAL GOVERNMENTAL ACTIVITIES, PROJECTS AND UNDERTAKINGS AUTHORIZED BY LAW; TO PROVIDE FOR THE CONTROL AND ADMINISTRATION OF FUNDS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, a proposed budget for each of the various funds of the city has been presented to the Mayor and City Council; and

WHEREAS, appropriate advertised public hearings have been held on the proposed budgets, as required by law and regulations; and

WHEREAS, the Mayor and the City council have reviewed the proposed budget; and

WHEREAS, each of the funds has a balanced budget, such that anticipated funding sources equal or exceed proposed expenditures: and

WHEREAS, the Mayor and City council intend to adopt an annual budget for the fiscal year 2013-2014:

NOW, THEREFORE, the Mayor and City council of the City of Tifton, pursuant to their authority, do hereby adopt the following:

– I –

Adoption of Budgets

The City of Tifton, Georgia, hereby adopts a budget for the Fiscal Year 2014, said budget described below and shown on Attachment "A" for each of the fund of the City of Tifton, Georgia:

(a)	General Fund	$	12,453,686
(b)	Hotel-Motel Fund		682,700
(c)	Grant Funds		374,263
(d)	SPLOST Funds		5,325,000
(e)	Tift Theatre		235,797
(f)	Pension Trust Fund		2,164,000
(g)	Water Fund		4,173,082
(h)	Sewer Fund		3,747,438
(i)	Gas Fund		4,298,270
(j)	Solid Waste Coll. & Disp. Fund		3,723,404
	TOTAL FY 2014 BUDGET	**$**	**37,177,640**

– II –

Approval of Appropriations

Except to the extent otherwise provided herein and subject to the provisions hereof, the amounts of money provided for in said fund budgets are hereby appropriated for Fiscal Year 2013-2014 in accordance with the provisions of said budgets from funds of the Federal Government, from funds of State Government and from funds of the City of Tifton.

– III –

Designation of Budget Officer

For purposes of this resolution and the provisions of Chapter 81 of Title 36 of the Official Code of Georgia, the City Manager of the City of Tifton is hereby designated as the "Budget Officer" as such term is utilized in said chapter and is hereby authorized and directed to implement the provisions hereof and of said budgets and to perform the duties of the Budget Officer under the provisions of said chapter with the assistance of the Finance Director.

– IV –

Increase or Decrease of Appropriations

Any increase or decrease in the total appropriation for any fund budget; the establishment of new capital projects; or establishment of new grant projects, whether accomplished through a change in anticipated revenues in such fund or through a transfer of appropriations among funds, shall require the approval of the City Council in the form of an amendment to such budget and supplemental appropriation therefore.

– V –

Millage rate

A millage rate of 9.759 mills is hereby established as part of the approved budget based on the estimated digest of the City of Tifton. This millage rate may be adjusted at a future date based on receipt of a certified digest.

– VI –

Transfers Between Funds

Transfers of appropriations between fund budgets shall require the approval of the City Council.

– VII –

Transfers Within Funds

Transfers of appropriations in any departmental budget between the various accounts within such fund budget may be made upon approval thereof by the City Manager without approval of the City Council; provided that transfers of appropriations within a fund budget which increase the salary appropriation, thereof shall require the approval of the City Council.

Transfers Within Departments

Transfers of appropriations in any departmental budget between the various operating accounts within such department budget, except salary, benefits, debt and capital accounts may be made upon approval thereof by the Department Director up to $2,500 without approval by the City Council, City manager, or Finance Director; provided that transfers of appropriations within a departmental budget will not increase or decrease the overall departmental budget. However, Finance Department will perform a random audit of budget adjustments either monthly or quarterly and report to the City Manager.

– VIII –

Capitalization Threshold

Not withstanding the appropriation of funds pursuant hereto, and in compliance with GASB 34 (Governmental Accounting Standards Board) requirements, requiring all local government to set a threshold for equipment and infrastructures, no expenditure of any amount in excess of what is noted below for capital outlay and infrastructure items, in any departmental budget, shall be made without the specific approval of the City Council as follows:

Equipment	$ 10,000.00
Public Utilities	$ 20,000.00
Land & Buildings	$100,000.00
Roads, Bridges & Drainage System	$250,000.00

– IX –

Expenditures Authorized

Except for capital outlay items as herein limited and except as otherwise directed by the City Council from time to time and except to the extent otherwise herein provided, the expenditure of amounts appropriated hereunder are hereby authorized in accordance with the provisions of such budgets subject to the prior approval thereof by the City Manager, subject to the provisions hereof, subject to the provisions of applicable law, and subject to applicable ordinances and resolutions of the City of Tifton.

– X –

Expenditures Limited to Budget

Without approval of the City Council in the form of an amendment to fund budgets and supplemental appropriation thereof, expenditures on any fund budget shall not exceed the total budgeted amount thereof.

– XI –

Continuation of State and Federal Programs

No appropriation of any City Funds authorized hereunder shall be used to continue any program currently funded entirely with Federal Funds, entirely with State Funds, or entirely with Federal and State Funds without prior approval of the City Council.

– XII –

Limitation on Transfers

Without approval of the City Council, no funds shall be transferred between Fund Budgets or between the various accounts within any Fund Budget for use in initiating or commencing any new program, department, activity or purpose not currently having an appropriation of City Funds or which would require operating funds or capital outlay funds beyond Fiscal Year 2013-2014.

– XIII –

The effective date of this resolution shall be July 1, 2013. Adopted by the City Council of the City of Tifton at a regular meeting held on June 28, 2013.

J.G. "JAMIE" CATER, JR.
CITY MAYOR

ATTEST:

RONA MARTIN, CITY CLERK

FY2014 BUDGET RESOLUTION NO: 2013-_____
ATTACHMENT A

CITY OF TIFTON
FISCAL YEAR 2014
JULY 1, 2013 - JUNE 30, 2014

DESCRIPTION		PROPOSED BUDGET FY 2014
REVENUES:		
GENERAL & SPECIAL FUNDS:		
GENERAL FUND	$	12,453,686
HOTEL / MOTEL TAX FUND		682,700
GRANT FUNDS		374,263
SPLOST 4 FUND		2,400,000
SPLOST 5 FUND		2,925,000
TIFT THEATRE FUND		235,797
PENSION TRUST FUND		2,164,000
General & Special Funds Subtotal:	**$**	**21,235,446**
ENTERPRISE FUNDS:		
WATER FUND	$	4,173,082
SEWER FUND		3,747,438
GAS FUND		4,298,270
SWCD FUND		3,723,404
Enterprise Funds Subtotal:	**$**	**15,942,194**
TOTAL REVENUES	**$**	**37,177,640**
EXPENDITURES:		
GENERAL & SPECIAL FUNDS:		
GENERAL FUND	$	12,453,686
HOTEL / MOTEL TAX FUND		682,700
GRANT FUND		374,263
SPLOST 4 FUND		2,400,000
SPLOST 5 FUND		2,925,000
TIFT THEATRE FUND		235,797
PENSION TRUST FUND		2,164,000
General & Special Funds Subtotal:	**$**	**21,235,446**
ENTERPRISE FUNDS:		
WATER FUND	$	4,173,082
SEWER FUND		3,747,438
GAS FUND		4,298,270
SWCD FUND		3,723,404
Enterprise Funds Subtotal:	**$**	**15,942,194**
TOTAL EXPENDITURES	**$**	**37,177,640**
SERVICE FUND	**$**	**2,875,632**

Service Fund Budget of $2,875,632 is allocated to all departments.

TIFTON CITY COUNCIL AGENDA ITEM

TIFTON Georgia
The Friendly City

TO: Tifton City Council

FROM: Lois A. Love, Interim Finance Director

DATE: June 20, 2013

DEPARTMENT: Finance

SUBJECT: First Community Bank Telecommunications Loan Refinance

DATE: June 20, 2013
Workshop Meeting ( )
Regular Meeting (X)
Called Meeting ( )

EXECUTIVE SUMMARY
A refinance of the First Community Bank Telecommunications Loan is recommended to lower the interest rate of the loan and, therefore, lower the City's total obligation for the loan.

PROPOSED ACTION
Resolved that the refinance of the First Community Bank Telecommunications Loan shall be approved.

SUPPORTING INFORMATION

Background Information
As the loan currently stands, the City owes $9,451,306 in principal and interest, and the interest rate is 5.15% - 5.75% . The interest rate increases at five year intervals under the current loan agreement. Under a refinance agreement, the loan interest rate will be fixed at 3.25% for a financing term not to exceed five years.

Financial Implications
- Under a three year refinance agreement, the City will save approximately $3,099,670 in principal and interest.
- Under a five year refinance agreement, the City will save approximately $2,894,822 in principal and interest.
- See attached for amortization schedules and calculated savings.
- Is this a budgeted item _____N/A____. Current available budgeted amount_____.
- $4.5 million is designated from SPLOST, and the remaining amount will be assigned from other City funds.

Pros and/or Cons
The City will save millions of dollars by approving this refinance.

Implementation
Upon approval, the City Manager is responsible for ensuring the approved action is completed.

Proposed Refinance of the First Community Bank Telecommunications Loan - June 20, 2013

3 Year Refinancing Amortization Schedule

Loan Amount	$	5,954,779.82
Interest Rate		3.25%

Payment Number	Date	Payment Amount	Interest	Principal Reduction	New Balance
1	5/6/2014	$ 2,117,211.88	$ 196,218.27	$ 1,920,993.61	$ 4,033,786.21
2	5/6/2015	$ 2,117,211.88	$ 132,918.85	$ 1,984,293.03	$ 2,049,493.18
3	5/6/2016	$ 2,117,211.85	$ 67,718.67	$ 2,049,493.18	$ -
		$ 6,351,635.61	$ 396,855.79	$ 5,954,779.82	

Calculated Savings Based on 3 Year Refinancing Agreement:

Total Loan Per Current Amortization Schedule	$ 10,501,306.00	**Prinicpal Plus Interest**
Less: Payments to Date	(1,050,000.00)	
Current Remaining Loan Balance	9,451,306.00	
Less: Total Loan Per 3 Year Refinance	(6,351,635.61)	
Total Savings for 3 Year Refinance	$ 3,099,670.39	

5 Year Refinancing Amortization Schedule

Loan Amount	$	5,954,779.82
Interest Rate		3.25%

Payment Number	Date	Payment Amount	Interest	Principal Reduction	New Balance
1	7/1/2014	$ 1,311,296.85	$ 196,218.27	$ 1,115,078.58	$ 4,839,701.24
2	7/1/2015	$ 1,311,296.85	$ 159,474.87	$ 1,151,821.98	$ 3,687,879.26
3	7/1/2016	$ 1,311,296.85	$ 121,853.68	$ 1,189,443.17	$ 2,498,436.09
4	7/1/2017	$ 1,311,296.85	$ 82,326.94	$ 1,228,969.91	$ 1,269,466.18
5	7/1/2018	$ 1,311,296.85	$ 41,830.67	$ 1,269,466.18	$ -
		$ 6,556,484.25	$ 601,704.43	$ 5,954,779.82	

Calculated Savings Based on 5 Year Refinancing Agreement:

Total Loan Per Current Amortization Schedule	$ 10,501,306.00	**Prinicpal Plus Interest**
Less: Payments to Date	(1,050,000.00)	
Current Remaining Loan Balance	9,451,306.00	
Less: Total Loan Per 5 Year Refinance	(6,556,484.25)	
Total Savings for 5 Year Refinance	$ 2,894,821.75	

STATE OF GEORGIA
COUNTY OF TIFT
CITY OF TIFTON

RESOLUTION NO. 2013-_____

RESOLUTION FOR REFINANCING OF THE FIRST COMMUNITY BANK TELECOMMUNICATIONS LOAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, FOR A REFINANCING OF THE FIRST COMMUNITY BANK TELECOMMUNICATIONS LOAN AND AUTHORIZING THE CITY MANAGER TO SELECT AND EXECUTE A REFINANCING AGREEMENT

WHEREAS, City Manager recommends the designation of First Community Bank as the bank for providing the refinancing of the outstanding balance of the First Community Bank Telecommunications Loan;

WHEREAS, First Community Bank has proposed a loan refinancing arrangement at a 3.25% interest rate for a financing amount not to exceed $5,954,780 and a financing term not to exceed five years;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tifton that:

Section 1. The City of Tifton does hereby designate First Community Bank as the official bank to provide for the refinancing of the First Community Bank Telecommunications Loan.

Section 2. The City Manager is hereby authorized to enter into an agreement with First Community Bank on behalf of the City of Tifton for refinancing the First Community Bank Telecommunications Loan.

APPROVED AND ADOPTED, by the City Council of the City of Tifton at a regular meeting held on June 20, 2013.

APPROVED:

_____
J.G. "Jamie" Cater, Jr.
City Mayor

ATTEST:

_____
Rona Martin
City Clerk

TIFTON CITY COUNCIL AGENDA ITEM

TIFTON Georgia
The Friendly City

TO: Tifton City Council

FROM: Lois A. Love, Interim Finance Director

DATE: June 20, 2013

DEPARTMENT: Finance

SUBJECT: Payoff of Unfunded Retirement Liability

DATE: June 20, 2013
Workshop Meeting ( )
Regular Meeting (X)
Called Meeting ( )

EXECUTIVE SUMMARY
Pay off remaining unfunded retirement liability for fiscal year 2013.

PROPOSED ACTION
Resolved that utilizing existing cash to pay off remaining unfunded retirement liability in fiscal year 2013 shall be approved.

SUPPORTING INFORMATION

Background Information
A payable for the unfunded retirement benefit obligation was recorded with the 6/30/12 audit.

Financial Implications
- The total remaining liability is $221,117. See Attachment A of the resolution for a breakdown of this amount by fund.
- Cash available to clear this payable was recorded with the 6/30/12 audit.
- Is this a budgeted item _____yes or __X__no. Current available budgeted amount_____.

Pros and/or Cons
Paying this will clear remaining liability from current fiscal year's books.

Implementation
The payable will be cleared by June 30, 2013, and the Finance Director will ensure this action is completed by that date.

STATE OF GEORGIA
COUNTY OF TIFT
CITY OF TIFTON

CITY OF TIFTON
RESOLUTION NO. 2013-_____

RESOLUTION TO UTILIZE EXISTING CASH TO PAY OFF THE REMAINING UNFUNDED RETIREMENT LIABILITY IN FISCAL YEAR 2013

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Tifton, pursuant to their authority, do hereby grant approval, for the purposes of paying the remaining balance of unfunded retirement liability as shown on Attachment A.

RESOLVED, by the City Council of the City of Tifton at a regular meeting held on June 20, 2013.

APPROVED:

_____
J.G. "Jamie" Cater, Jr.
City Mayor

ATTEST:

_____
Rona Martin
City Clerk

ATTACHMENT A

RESOLUTION TO RETIRE UNFUNDED LIABILITY

BALANCE OF UNFUNDED RETIREMENT LIABILITY FOR THE FOLLOWING FUNDS:

GENERAL FUND	$	130,556
WATER FUND		33,017
SEWER FUND		20,632
GAS FUND		11,386
SOLID WASTE COLLECTION AND DISPOSAL FUND		25,526
	$	221,117

CASH AVAILABLE TO CLEAR PAYABLE FOR PRIOR YEAR UNFUNDED PENSION BENEFIT OBLIGATION RECORDED WITH 6/30/12 AUDIT.

TIFTON CITY COUNCIL AGENDA ITEM

TIFTON Georgia
The Friendly City

TO: Tifton City Council

FROM: Lois A. Love, Interim Finance Director

DATE: June 20, 2013

DEPARTMENT: Finance

SUBJECT: Implementation of GASB 54

DATE: June 20, 2013
Workshop Meeting ( )
Regular Meeting (X)
Called Meeting ( )

EXECUTIVE SUMMARY
In order for the City to be in compliance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the City must formally adopt a fund balance policy.

PROPOSED ACTION
Resolved that the commitment of fund balance in accordance with GASB 54 shall be approved.

SUPPORTING INFORMATION

Background Information
GASB 54 was created to bring greater transparency and consistency to fund balance reporting in the governmental sector. It defines five new components of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Prior to GASB 54, fund balance was reported as reserved, designated, and undesignated. The City was required to implement GASB 54 for the fiscal year ended June 30, 2011. The financial statements were reported correctly; however, no formal fund balance policy was adopted.

Financial Implications
- There are no financial implications as a result of implementing GASB 54.
- Is this a budgeted item _____N/A ____. Current available budgeted amount_____.

Pros and/or Cons
The City must formally adopt a fund balance policy in order to be in compliance with governmental accounting standards.

Implementation
The approved fund balance policy will be effective immediately upon approval, and the Finance Director will be responsible for ensuring the implementation of the policy.

STATE OF GEORGIA
COUNTY OF TIFT
CITY OF TIFTON

RESOLUTION NO. 2013-_____

RESOLUTION COMMITTING FUND BALANCE IN ACCORDANCE WITH GASB 54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, APPROVING THE COMMITMENT OF FUND BALANCES IN ACCORDANCE WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54, *FUND BALANCE REPORTING AND GOVERNMENTAL FUND TYPE DEFINITIONS.*

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which changes the terminology used for fund balance reporting on balance sheets of Governmental Funds, and

WHEREAS, for financial statement reporting purposes, GASB 54 defines non-spendable amounts as those that cannot be spent because they are either (a) not in spendable form or (b) they are legally or contractually required to be maintained intact;

WHEREAS, for financial statement reporting purposes, GASB 54 defines restricted amounts as those that are constrained to specific purposes by their providers through constitutional provisions or enabling legislation; and

WHEREAS, for financial statement reporting purposes, GASB 54 defines committed amounts as those that can be used for specific purposes pursuant to constraints imposed by formal action of the Council and remain binding unless removed in the same manner; and

WHEREAS, for financial statement reporting purposes, GASB 54 defines assigned amounts as those the government intends to use for a specific purpose but are neither restricted nor committed; and

WHEREAS, for financial statement reporting purposes, GASB 54 defines unassigned amounts as all spendable amounts not contained in the other classifications. Unassigned amounts are used in the General Fund and should only be used in other funds if there is a deficit; and

WHEREAS, when expenditures are incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) fund balances are available, the City's policy is to first apply restricted fund balance. When expenditures are incurred for purposes for which committed, assigned, or unassigned fund balances are available, the City policy is to first apply committed fund balance, then assigned fund balance, and finally unassigned fund balance.

WHEREAS, this policy delegates to the Finance Director the authority to assign unrestricted fund balance amounts where the City's intent is for those amounts to be used for specific purposes. This delegation of authority is for the sole purpose of reporting these amounts in the annual financial statements.

NOW, THEREFORE, the Mayor and City Council of the City of Tifton, pursuant to their authority, do hereby approve the attached Fund Balance Policy for compliance with Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

APPROVED AND ADOPTED, by the City Council of the City of Tifton at a Special called meeting held on June 19, 2013.

_____
J.G. "JAMIE" CATER, JR.
CITY MAYOR

ATTEST:

_____
RONA MARTIN, CITY CLERK

CITY OF TIFTON, GEORGIA

FUND BALANCE POLICY IN ACCORDANCE WITH GASB 54

SECTION I.

Purpose: The following policy has been adopted by the City of Tifton in order to address the implications of the Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions.* GASB issued Statement No. 54 in order to improve uniformity in reporting fund balance components, enhance fund balance presentation, improve the usefulness of fund balance information, and clarify the definitions of the governmental fund types.

The City Council recognizes that the maintenance of a fund balance is essential to the preservation of the financial integrity of the City and is fiscally advantageous for both the City and its taxpayers. This policy establishes goals and provides guidance concerning the desired level of fund balance maintained by the City to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The City also seeks to maintain the highest possible credit ratings which are dependent, in part, on the City's maintenance of an adequate fund balance.

Fund balance is a measurement of available financial resources and is the difference between total assets and total liabilities in each fund.

SECTION II.

Fund Type Definitions: The following definitions will be used in reporting activity in governmental funds across the City. The City may or may not report all fund types in any given reporting period, based on actual circumstances and activity.

The **general fund** is used to account for and report all financial resources not accounted for and reported in another fund.

Special revenue funds are used to account and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt services or capital projects.

Capital projects funds are used to account for and report financial resources that are restricted, committed or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities or other capital assets.

Debt service funds are used to account for all financial resources that are restricted, committed or assigned to expenditure for principal and interest.

Permanent funds should be used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the City's programs – that is, for the benefit of the City, or its citizenry.

SECTION III.

Fund balance reporting for governmental funds – shall be reported in classifications as defined by GASB Statement No. 54:

Non-spendable fund balance – Includes amounts that cannot be spent because they are either (a) not in spendable form (e.g. inventories, prepaid items, long-term receivables, or non-financial assets held for resale), or (b) they are legally or contractually required to be maintained intact (e.g. an endowment). Non-spendable amounts will be determined before all other classifications.

Restricted fund balance – Includes amounts that can be spent only for the specific purposes stipulated by the constitution or enabling legislation, externally imposed by creditors (as through debt covenants), grantors, contributors, laws, or regulations of other governments. Enabling legislation authorizes the City to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used for the specific purposes stipulated in the legislation.

Committed fund balance – Includes amounts that can only be used only for specific purposes determined by formal action of the Council. Committed fund balance will incorporate contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements. A majority vote is required to approve or remove a commitment.

Assigned fund balance – Includes amounts *intended* to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. The City Council delegates to the Finance Director the authority to assign amounts to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund.

Unassigned fund balance – Includes the residual classification for the City's general fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

SECTION IV.

Operational guidelines – The following guidelines address the classification and use of fund balance in governmental funds:

Classifying fund balance amounts – Fund balance classifications depict the nature of the net resources that are reported in a governmental fund. An individual governmental fund may include non-spendable resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The general fund may also include an unassigned amount.

Encumbrance reporting – Encumbering amounts for specific purposes for which resources have already been restricted, committed or assigned should not result in separate display of encumbered amounts. Encumbered amounts for specific purposes for which amounts have not been previously restricted, committed or assigned, will be classified as committed or assigned, as appropriate, based on the definitions and criteria set forth in GASB Statement No. 54.

Prioritization of fund balance use – When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the City to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the City that the committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

Minimum unassigned fund balance – The City will advance toward developing a minimum unassigned fund balance in its General Fund equivalent to 25% of the subsequent year's budgeted expenditures. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

SECTION V.

Implementation and review – Upon adoption of this policy the City Council authorizes the Finance Department to establish any standards and procedures which may be necessary for its implementation. The Finance Department shall review this policy at least annually and make any recommendations for changes to the City Council.

TIFTON CITY COUNCIL AGENDA ITEM

TIFTON Georgia
The Friendly City

TO: Tifton City Council

FROM: Jessica Jones

DATE: 6/4/2013

DEPARTMENT: City Manager's Office

SUBJECT: GDOT Title VI Compliance & Assurances

DATE: 6/20/2013
Workshop Meeting ( )
Regular Meeting ( )
Called Meeting ( )

EXECUTIVE SUMMARY

GDOT is now requiring all governments whom receive federal funding sign the attached Nondiscrimination Agreement, develop a Title VI Policy Statement, and appoint a coordinator for Title VI Complaints.

PROPOSED ACTION
Authorize the Mayor to execute the attached Nondiscrimination Agreement and Assurances to be forwarded to DOT

SUPPORTING INFORMATION

Background Information
- The City will not be able to receive any federal funding if the attached agreement is not approved and submitted to their office. An annual accomplishment and upcoming goals must be submitted to DOT each year.

Financial Implications
- Is this a budgeted item _____yes or __x___no.
- Current available budgeted amount: none only staff time required.

Pros and/or Cons
- The city will become compliant with the Title IV Requirements

Implementation
- Documents will be submitted to GDOT after approved and signed
- Title IV complaints and coordination will be handled through the City Manager's Office

RESOLUTION 2013 - _____

A RESOLUTION OF THE CITY OF TIFTON ACCEPTING THE GEORGIA DEPARTMENT OF TRANSPORTATION'S NONDISCRIMINATION AGREEMENT AND ASSURANCES FOR COMPLIANCE WITH TITLE VI REQUIREMENTS

WHEREAS, Title VI of the Civil Rights Act of 1964, as amended, provides that no person shall on the ground of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

WHEREAS, The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds – weather schools, colleges, government entities, or private employers – must comply with Federal civil rights laws, rather than just the particular programs or activities that receive the funds. Federal – aid recipients, sub-recipients, and contractors are required to prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally-funded or not.

WHEREAS, The City of Tifton does receive federal funds and is aware of the Title VI requirements and has procedures in place to ensure nondiscrimination.

WHEREAS, The City of Tifton will not be eligible for any federal funding from the Georgia Department of Transportation if the attached agreement is not approved and executed

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council hereby approve the acceptance of the Nondiscrimination Agreement and Assurances and agree to maintain compliance with the Title VI requirements.

SO RESOLVED, THIS _____ DAY OF JUNE, 2013

_____
J.G. "Jamie" Cater, Jr.
Mayor, City of Tifton

ATTEST:

_____
Rona Martin
City Clerk, City of Tifton

GEORGIA DEPARTMENT OF TRANSPORTATION

NONDISCRIMINATION AGREEMENT

The Georgia Department of Transportation

And

_____

(City or County Name)

The _____, (hereinafter referred to as the "Recipient") hereby agrees to comply with the following Federal Statutes, U.S. Department of Transportation and Federal Highway Administration Regulations, and the policies and procedures promulgated by the Georgia Department of Transportation, as a condition to receipt of Federal funds.

Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964, as amended, provides that no person shall on the ground of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds—whether schools and colleges, government entities, or private employers—must comply with Federal civil rights laws, rather than just the particular programs or activities that receive the funds.

Nondiscrimination programs require that Federal-aid recipients, sub-recipient, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally-funded or not. If a unit of a State or local government is extended Federal-aid and distributes such aid to another governmental entity, all of the operations of the recipient and sub-recipient are covered. Corporations, partnerships, or other private organizations or sole proprietorships are covered in their entirety if such entity received Federal financial assistance (FHWA Notice N 4720.6, September 2, 1992).

Assurances 49 CFR Part 21.7

The _____, HEREBY GIVES ASSURANCES:

That no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:

LIST ALL MAJOR PROGRAMS AND ACITIVITIES OF THE RECIPIENT

1. That it will promptly take any measures necessary to effectuate this agreement.

2. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

3. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Federal Highway Administration and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, and successors in interest. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.

4. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and in adapted form all proposals for negotiated agreements.

5. The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this agreement in every contract subject to the Act and the Regulations.

7. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

IMPLEMENTATION PROCEDURES 23 CFR PART 200

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and the Title VI Implementation Guide.

For the purpose of this agreement, "Federal Assistance" shall include:

1. Grants and loans of Federal funds;
2. The grant or donation of Federal property and interest in property;
3. The detail of Federal personnel;
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. Any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by the Federal Highway Administration within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.

3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Equal Employment Opportunity Coordinator or a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement, investigations shall be conducted by civil rights personnel training in discrimination complaint investigations. Identify each complainant by race, color, national origin, sex, age, handicap/disability; the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of

investigation, will be forwarded to the Division Office of Civil Rights within 60 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex, age, handicap/disability) of participation in, and beneficiaries of the programs and activities conducted by the recipient.

7. Conduct Title VI reviews of the recipient and sub-recipient contractor program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Conduct training programs on Title VI and related statutes.

9. Prepare a yearly report of Title VI accomplishments for the past year and goals for the next year.

   a. *Accomplishment Report*
   List major accomplishments made regarding Title VI activities, include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews conducted by the Title VI Specialist. List any major problem(s) identified and corrected action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

   b. *Annual Work Plan*
   Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

DISCRIMINATION COMPLAINT PROCEDURE

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.

2. In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days:

   - The date of the alleged act of discrimination; or
   - Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

   In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to any officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled in the usual manner.

4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as the Federal Highway Administration and the Department of Transportation.

5. Generally, the following information will be included in every notification to the Office of Civil Rights:

   (a) Name, address, and phone number of the complainant
   (b) Names and address(es) of alleged discriminating official(s)
   (c) Basis of complaint (i.e., race, color, national origin, sex, age, disability/handicap).
   (d) Date of alleged discriminatory act(s).
   (e) Date of complaint received by the recipient
   (f) A statement of complaint.
   (g) Other agencies (state, local or Federal) where the complaint has been filed.
   (h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the Title VI Specialist will conduct and complete an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report findings.

7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with the Department of Transportation, or the Federal Highway Administration, if they are dissatisfied with final decision rendered by the State.

SANCTIONS

In the event the recipient fails or refuses to comply with the terms of this agreement, the Federal Highway Administration may take any or all of the following sanction:

a. Cancel, terminate, or suspend this agreement in whole or in part.
b. Refrain from extending any further assistance to the recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
c. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
d. Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

_____ _____

Georgia Transportation Commissioner **Date**

SIGNED FOR THE RECIPIENT

_____ _____

Authorized Official **Date**

GDOT Title VI Assurances

The (***Title of Recipient***) (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d—42 USC 2000d—4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with Federal Aid Highway and in adapted form in all proposals for negotiated agreements:

   "The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

_____ _____

Date (Recipient)

by_____

(Signature of Authorized Official)

Attachments: Appendices A, B and C.

APPENDIX A

The text below, in its entirety, is in all contracts entered into by GDOT. All of the text including the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any GDOT contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. **Compliance with Regulations**
   The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**
   The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
   In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. **Information and Reports**
   The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the ***(Recipient)*** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the ***(Recipient)***, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**
   In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the ***(Recipient)*** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the ***(Recipient)*** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ***(Recipient)*** enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

Granting Clause

NOW, THEREFORE, the Georgia Department of Transportation (GDOT)—as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the GDOT in and to said land described in Exhibit A attached hereto and made a part thereof.

Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia , in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land for itself, its successors and assigns, that (1) no person shall, on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed*, (2) that the state of Georgia shall use the lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in, and become the absolute property of, GDOT and its assigns as such interest existed prior to this instruction.[1]

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[1] Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a GDOT program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

*[Include in deeds subject to a reverter clause]

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the STATE and its assigns.

* Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.

PUBLIC NOTICE

TITLE VI NOTICE TO PUBLIC

U.S. Department of Justice regulations, 28 Code of Federal Regulations, Section 42.405, Public Dissemination of Title VI Information, require recipients of Federal financial assistance to publish or broadcast program information in the news media. Advertisements must state that the program is an equal opportunity program and/or indicate that Federal law prohibits discrimination. Additionally, reasonable steps shall be taken to publish information in languages understood by the population eligible to be served or likely to be directed affected by the program.

The City of Tifton, Georgia hereby gives public notice that it is the policy of the City of Tifton to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statues and regulations in all programs and activities. It is out policy that no person in the shall on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has the right to file a formal complaint. The complaint must be filed in writing or in person with City of Tifton, City Manager's Office, within one hundred-eighty (180) days from: the date of the alleged discriminatory act or upon notice of the discriminatory act. Title VI Discrimination Complaint Forms may be obtained from the City Manager's Office or by going to the City's website, www.tifton.net , highlighting Departments in the top header of the page, then clicking Human Resources, or by calling (229) 391-3937.

AVISO PÚBLICO

TÍTULO VI AVISO AL PÚBLICO

Regulaciones del Departamento de Justicia de EE.UU., 28 del Código de Regulaciones Federales, Sección 42.405, Información de la Difusión Pública del Título VI, requieren que los recipientes de asistencia financiera federal publiquen o difundan información sobre los programas en los medios de comunicación. Los anuncios deben indicar que el programa es un programa de igualdad de oportunidades y / o indican que la ley federal prohíbe la discriminación. Además, se tomarán las medidas razonables para publicar información en los idiomas entendidos por la población con derecho a ser servidos, o que puedan ser directamente afectados por el programa.

La ciudad de Tifton, Georgia por este medio da aviso público de que es la política de la ciudad de Tifton de asegurar el pleno cumplimiento con el Título VI del Acta de Derechos Civiles de 1964, la Ley de Derechos Civiles de la Restauración de 1987, y estatutos y regulaciones relacionadas en todos los programas y actividades. Es la política que ninguna persona por ningún motivo de raza, color, origen nacional, sexo, edad o discapacidad deberá ser excluidos de la participación en, ser negado los beneficios de, o ser objeto de otro modo a discriminación en cualquiera de nuestros programas o actividades.

Cualquier persona que cree que ha sido objeto de la práctica discriminatoria ilegal bajo el Título VI tiene el derecho de presentar una queja formal. La queja debe ser presentada por escrito o en persona a la Oficina del Administrador de la Ciudad, de la ciudad de Tifton, GA, dentro de los ciento ochenta (180) días a partir de: la fecha del supuesto acto discriminatorio o previa notificación del acto discriminatorio. Formas de Reclamaciones de Discriminación bajo el Titulo VI se pueden obtener en la Oficina del Administrador de la Ciudad llenado a la página web de la Ciudad, www.tifton.net , seleccionando Departamentos en la cabecera de la parte superior de la página, selección arre cursos humanos, o llamando al (229) 391-3937.

TIFTON
The Friendly City

TITLE VI COMPLAINT FORM

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Note: The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please let us know.

Complete and return this form to City of Tifton, City Manager's Office, 204 N. Ridge Ave, P.O. Box 229, Tifton, Georgia 31793.

1. Complainant's Name: _____

2. Address: _____

3. City, State, and Zip Code: _____

4. Telephone Number: _____ or _____

5. Person Discriminated Against (If someone other than the complainant)

   Name: _____

   Address: _____

   Phone Number: _____

6. Which of the following best describes the reason you believe the discrimination took place? Was it because of your:

   a. Race/Color _____

   b. National Origin _____

   c. Other _____

7. What date did the alleged discrimination take place? _____

8. Where did the alleged discrimination take place? _____

9. In your own words, describe the alleged discrimination. Explain what happened and whom you believe is responsible. Please use the back of this form if additional space is required.

_____
_____
_____
_____
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_____
_____
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_____
_____
_____

10. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

_____ Yes _____ No

If yes, check all that apply:

_____ Federal Agency _____ Federal Court _____ State Agency _____ State Court

_____ Local Agency

11. Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Address: _____

Phone Number: _____

12. Please Sign below. You may attach any written materials or other information that you think is relevant to your complaint.

_____ _____

Complainant's Signature Date

TIFTON
The Friendly City

CITY OF TIFTON
"VOLUNTARY"
Title VI Statistical Data Form

Used For Government Monitoring Purposes

The City of Tifton is committed to board-based competition on all bids. We are gathering the following information for recordkeeping in compliance with federal regulations. All information will be considered strictly private and confidential and will be used for Title VI of the Civil Rights Act of 1964 purposes only. Your responses are strictly voluntary and will help in developing and monitoring nondiscrimination enforcement programs. This form is not part of the bid document and has no emphasis on decision of award, if you prefer not to reply that is acceptable. Failure to complete this form will not affect your chances of award. Your cooperation is appreciated.

Instructions for Submission: Do Not Include with Bid Proposal. Form should be submitted separately in a non-identifying envelope addressed to the City Manager's Office, 204 N. Ridge Avenue, P.O. Box 229, Tifton, Georgia 31793. Please write in bid name and number for project tracking purposes.

BID NAME & BID # _____

Please place an "X" on the line that apply

Owner Gender: _____ Male _____ Female

Owner Race/Ethnicity: _____ White/Caucasian _____ Hispanic or Latino

_____ Black or African American _____ American Indian or Alaska Native

_____ Native Hawaiian or Other Pacific Islander _____ Asian

_____ Two or More Races

Disability: Any person who (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record of such impairment; or (3) is regarded as having such impairment.

Minority Owned Business: _____ Yes _____ No

Disadvantaged Business Enterprise (DBE) Company? _____ Yes _____ No

Number of Employees: _____

TIFTON
The Friendly City

TITLE VI COMMUNITY SURVEY

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Pursuant to 49 CFR the Civil Rights Act of 1964 prohibits discrimination in federally funded programs under its Title VI regulations.

In an effort to meet federal requirements and to better serve our community we thank you for your continued cooperation in this survey. Please be advised that the completion of this questionnaire is strictly VOLUNTARY and completion is not required by law.

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1. How many individuals live in your household? 1 2 3 4 5 6 7 8 9 10

2. What is the sex of each individual? Number of Females: _____ Number of Males: _____

3. What is the race of each individual? African American White Asian/Oriental Hispanic Native American
Other: _____

4. What is the annual income of your household? $2,000 - $10,000 $11,000 - $25,000 $26,000 - $40,000 $41,000 - $50,000
$51,000 – $75,000 $76,000 - $100,000 $100,000 or More

5. Where is your property located? City of Tifton Tift County

6. Does anyone is your household have a disability? Yes No If yes, please explain: _____

7. Do you feel that the public involvement associated with this project affords you the opportunity to participate in the public involvement process? Yes No If not, why?

_____
_____
_____

8. Do you feel the needs of your household and/or business were taken into account? Yes No If not, why?

_____
_____
_____

9. Please let us know if you have any concerns regarding this survey:

_____
_____
_____

Signed Name (Optional): _____ Date: _____

Address: _____ Phone: _____

City of Tifton – Office Staff

Project Affected by: _____ *Reviewed By:* _____