



June 20, 2013

REGULAR CITY COUNCIL WORKSHOP/CALLED MEETING

5:00 p.m.

130 E. 5TH STREET

Tifton Municipal Courtroom

TIFTON, GEORGIA

CITY OF TIFTON
June 20, 2013
Tifton Municipal Courtroom
130 E. 5th Street

12:00 p.m.
PUBLIC HEARING

Proposed Increase in the FY2014 Millage Rate – Larry Riner

5:00 p.m.

REGULAR COUNCIL WORKSHOP/CALLED MEETING

PUBLIC HEARINGS

FY 2014 Proposed Budget – Larry Riner

FY 2013 Edward Byrne Memorial JAG Grant – Police Chief Buddy Dowdy

DISCUSSION ITEMS

1. Report on bids for Myon Rehabilitation Project – Courtney Swann, (Lord, Aeck & Sargent)
2. Update by Tourism Association – Tyron Spearman
3. Discussion of traffic at the corner of 6th Street and Park Avenue and 6th Street and Central Avenue – Jonathan Halstead
4. Discussion of map amendments in keeping with the Land Development Code – Bert Crowe
5. Discussion of Policies & Procedures for CDBG Property Easement Acquisition – Rob Wilmot
6. Discussion of golf cart ordinance – Rob Wilmot
7. Discussion of ordinance regarding unsafe buildings – Rob Wilmot
8. Discussion of GDOT Title VI compliance & Assurances – Larry Riner
9. Notification of price increase for laboratory services at the treatment plant – Larry Riner
10. Resolution providing for Refinancing of the First Community Bank Telecommunications Loan – Lois Love
11. Resolution utilizing existing cash to pay off the remaining unfunded retirement liability in FY 2013 – Lois Love
12. Resolution committing fund balance in accordance with GASB 54 – Lois Love

13. Motion to amend qualifying fees originally set at \$225.00 to \$239.42 – Rona Martin
14. Resolution providing for notice of election – Rona Martin
15. Resolution providing for Alcoholic Beverage License for A-1 Food Mart located at 1005 E. 12th Street – Rona Martin
16. Resolution providing for Alcoholic Beverage License for Taqueria “Del Sol” Restaurant located at 728 E. 5th Street – Rona Martin
17. Resolution providing for Alcoholic Beverage License for Sam’s Grocery & Grill located at 1405 US Hwy. 41 N. – Rona Martin
18. Resolution providing for Alcoholic Beverage License for Verona’s Italian Restaurant & Pizzeria located at 212 Main Street – Rona Martin
19. Board Report – Rona Martin

CALLED MEETING

20. Executive Session to discuss Legal Matters
21. Resolution providing for Executive Session

6:30 p.m.

PUBLIC HEARING

Proposed Increase in the FY 2014 Millage Rate

TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Buddy Dowdy
DATE: June 11, 2013
DEPARTMENT: Police
SUBJECT: FY 2013 Edward Byrne Memorial JAG



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

EXECUTIVE SUMMARY

This is an application for the Edward Byrne JAG Grant. We can expect \$13,617.00 and we plan to use these funds for overtime to work high crime areas and traffic problems. This application requires a governing body review and a time for public comment.

PROPOSED ACTION

Resolved that after the Council reviews the application and all public comment is heard that we apply for this grant..

SUPPORTING INFORMATION

Background Information

We've applied for and used this grant for several years.

Financial Implications

We will be applying for \$13,617.00.

Pros and/or Cons

There are no cons.

Implementation

We will begin using these funds as soon as we complete the 2012 grant.



TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Larry Riner, City Manager
DATE: 06/07/2013
DEPARTMENT: City Manager’s Office
SUBJECT: Award of Bid – Historic Myon Hotel Renovations

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

EXECUTIVE SUMMARY

Acceptance and Award of Bid to Anderson Construction Company of Fort Gaines

PROPOSED ACTION

Acceptance and Award of Bid to Anderson Construction Company of Fort Gaines and approve the City Manager to enter into contract negotiations for the Renovations of the Myon.

SUPPORTING INFORMATION

Background Information

- Bid were opened at City Hall on May 22, 2013 at 11:00 am
- Five (5) Bids were received from: Jones Construction, Anderson Construction Co. of Fort Gaines, John W. Spratlin & Son, LLC, Barber Contracting Company, and Aarene Contracting, LLC
- Lowest Base Bid was from Anderson Construction Co. of Fort Gaines in the Amount of \$2,164,991.00 with approval of Alternate #3 (New Carpet in Offices on 2nd & 3rd Floors) for an additional \$21,423.00 with a total renovation cost based on bid in the amount of \$2,186,414.00.
- Attached Documents:
 - Bid Tabulation
 - Bid submitted by Anderson Construction Co. of Fort Gaines
 - Estimated Pre-Bid Construction Cost presented by Lord Aeck Sargent

Financial Implications

- We have approx. \$310,000 in SPLOST 4 for this project
- DDA has stated they would greatly contribute to this project
- Is this a budgeted item x yes or no. Current available budgeted amount \$310,000.00 .

Pros and/or Cons

Implementation

- Larry Riner, City Manager
- Adam Cobb, City Engineer
- Courtney Swann, Architect w/ Lord Aeck Sargent

LORD · AECK · SARGENT
ARCHITECTURE

Larry D. Riner, City Manager
City of Tifton
204 N. Ridge Avenue
Tifton, GA 31794

June 7, 2013

Project: Tifton City Hall / Historic Myon Hotel
No: 10233-00
Re: Bid Recommendation

Dear Larry:

On May 22, 2013, bids for the Tifton City Hall / Historic Myon Hotel project were received. Five bids were received from general contractors, which were opened and read aloud. A subcontractor's bid for a portion of the project was also received and set aside. A copy of the bid tabulation form is attached for your use. Please be advised that the bid tabulation form was amended. In the cross checking of the bids submitted, Alternate 4 was a deductive alternate for the majority of the bidders.

The LAS estimated construction cost for the Move-in Phase, when the project was being studied at a conceptual level for phasing in April of 2012, ranged between \$1.6 and \$1.9 million. As construction documents for the Move-in Phase were in process, the construction estimate range raised to between \$1.8 and \$2.2 million due to additional work items that would be beneficial to complete during this phase of work. Work such as the exposure and waterproofing of the below grade wall along the alley and reconstruction of the existing teller window to match the historic windows are examples of work that were added to project along with additional interior finish needs. The final construction cost estimate prepared by LAS, based on the Construction Documents issued for bids and Addendums ranged between \$2.2 and \$2.6 million. This increase in estimated cost was largely attributable to a substantial increase in the extent of areas that would be accessed to complete the work; thereby increasing the extent of new finish work required.

This project, as bid, will complete a significant portion of the work that was conceptually attributed to the Additional Interior Building Rehabilitation Phase. For example, depending on the alternates accepted all carpeting will be replaced in the office areas of all levels and the wood flooring in the hallways of the second and third floors will be exposed and refinished.

The bids received ranged from \$2,164,991.00 to \$2,956,665.00. The three lowest bids were within a 10% spread. The lowest Base Bid received (\$2,164,991.00) was submitted by Anderson Construction Company of Fort Gaines. In reviewing the information submitted with the bid and references there was no indication that this Contractor could not undertake and properly complete this project and LAS recommends acceptance of their bid.

Larry D. Riner, City Manager
June 7, 2013
page 2

LAS recommends that the City of Tifton not accept Alternate #1, the elimination of the modification of the transaction window for a savings of (\$4,050.00); thereby, allowing the window opening to be reconstructed to match the remaining windows at the ground level on the alley side of the building. The City of Tifton previously upgraded their pneumatic transaction system making the transaction window obsolete. It is also recommended that the City of Tifton not accept Alternate #2, the carpeting of the second and third floor hallways for a savings of (\$1,130.00); thereby allowing the existing wood flooring to be exposed and refinished. Acceptance of Alternate #3, the replacement of carpeting on the second and third floors at an added cost of \$21,323.00 is recommended for approval as it will provide new carpet throughout the remainder of the offices in the facility.

Alternate #4 provides a deduction of (\$20,423.00) from the project and upgrades elevator controls in lieu of new controls. This Alternate was provided by an elevator subcontractor that is with the company that now owns the original elevator manufacturing company as an alternative to installing new controllers and providing a savings to the project budget. LAS recommends the City of Tifton retain the option of accepting this alternate at initial contracting to allow for further discussion with the subcontractor as to what provides the best option for the City for longevity. If ultimately determined that this option is acceptable it would provide a savings to the project.

It should be noted that the project has a contingency allowance of \$300,000 to draw from for unforeseen conditions and to address unit price work that may exceed the work included in the Base Bid. If the contingency allowance funds are not fully used they would be deducted from the contract thereby reducing the overall project cost.

The recommended contractor has indicated a Contract Time of 365 calendar days to complete the project. This is in keeping with the time frame LAS originally envisioned and was consistent with the majority of the other bidders.

Attached to this letter of recommendation are the amended bid tabulation, a copy of the recommended Contractor's bid form, and LAS estimates of construction cost. Please let me know if I can be of any additional service at this time and I look forward to reviewing this information with the City Council on June 20, 2013.

Sincerely,



Courtney B. Swann
Lord Aeck Sargent

Enc.

file: k:\projects\10233-00\prj\cor\own\lr130607bid.docx

LORD · AECK · SARGENT
ARCHITECTURE

Tifton City Hall @ The Historic Myon Hotel

Bid Tabulation Form

5/22/2013 (revised)

Bidder Name	Jones Construction Company	Anderson Const. Co. of Fort Gaines	John W. Spratlin & Son LLC	Barber Contracting Company	Aarene Contracting, LLC
Base Bid	\$2,210,000.00	\$2,025,991.00	\$2,235,000.00	\$2,850,000.00	\$2,956,665.00
Sealed Envelope Instruction	<u>\$140,000.00</u> \$2,350,000.00	<u>\$139,000.00</u> \$2,164,991.00		<u>-\$50,000.00</u> \$2,800,000.00	
Alternate #1 - Eliminate modification of transaction window	-\$4,000.00	-\$4,050.00	-\$1,500.00	-\$12,000.00	-\$7,500.00
Alternate #2 - Carpet hallways of the 2nd and 3rd floors in lieu of refinishing wood floors	-\$1,500.00	-\$1,130.00	\$0.00	\$40,500.00	-\$10,000.00
Alternate #3 - New carpet in offices on 2nd and 3rd floors	\$23,000.00	\$21,323.00	\$0.00	\$25,000.00	+/- ? \$7,500
Alternate #4 - Elevator controller software upgrades and updates, power unit and valve.	-\$20,000.00	-\$20,423.00	\$11,000.00	-\$20,150.00	-\$20,150.00
Contract Time	395 calendar days	365 calendar days	300 calendar days	500 calendar days	310 calendar days
Unit Price: Roof Deck Replacement, per square foot 1000 sq ft in the Base Bid	\$10.00	\$5.00	\$5.00	\$8.00	\$9.00
Unit Price: Wood Floor/Ceiling Joist Replacement, per lineal foot 100 lineal feet in the Base Bid	\$20.00	\$5.00	\$8.00	\$50.00	\$32.50
Unit Price: Wood Rafter Replacement, per lineal foot 100 lineal feet in the Base Bid	\$5.00	\$5.00	\$8.00	\$50.00	\$35.25
Unit Price: Masonry Repointing, per square foot 1500 square feet in the Base Bid	\$20.00	\$30.00	\$15.00	\$20.00	\$13.00
Acknowledge 3 Addenda	X	X	X	X	X
Bid Form Signed	X	X	X	X	X
Bid Security - 5% Bid Bond (AIA A310)	X	X	X	X	X
Contractors Qualifications (AIA 305)	X	X	X	X	X
Evidence of Qualifications	X	X	X	X	X
Work Commitment Statement	X	X	X	X	X
GA Contractor License Info	X	X	X	X	X
Undertaking of Insurance	X	X	X	X	X
Georgia Security & Immigration	X	X	X	X	X
Subcontractor's Form	X	X	X	X	1
Comments					

A subcontractor bid was received for voice and Data Communications Cabling was received and set aside as bids due were for the entire project from General Contractors.

x = submitted

1 - No Subcontractor listed

Bids opened and tabulated by:

Courtney B. Swann

22-May-13

SECTION 00 4100
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner

City of Tifton
204 N Ridge Avenue N
Tifton, Georgia 31794

1.02 FOR:

Tifton City Hall (Historic Myon Hotel)

1.03 DATE: May 22, 2013 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name Anderson Construction Company of Fort Gaines

1. Address 58 Crozier Lane
2. City, State, Zip Fort Gaines, GA 39851
3. Telephone: 229-768-2555
4. Contact Name: Gerald V. Anderson III
5. Contact Email: trey.anderson@accofg.com

1.05 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Lord Aeck Sargent for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

TWO MILLION, TWENTY-FIVE THOUSAND, NINE HUNDRED AND NINETY-ONE AND 00/100 dollars
(\$ 2,025,991.00), in lawful money of the United States of America.

B. Alternates: If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the Base Bid:

1. Alternate No. 1 - Eliminate modification of the existing transaction window to reconstruct windows to match adjacent historic windows for a total deduct from the Base Bid in the Sum of:

Deduct FOUR THOUSAND AND FIFTY AND 00/100 dollars
(\$ 4,050.00), in lawful money of the United States of America.

2. Alternate No. 2 - Install new carpeting in the hallways of the 2nd and 3rd floors and monumental stair in lieu of refinishing wood flooring for a total add / deduct from the Base Bid in the Sum of:

ADD DEDUCT (circle one) ONE THOUSAND, ONE HUNDRED AND THIRTY AND 00/100 dollars
(\$ 1,130.00), in lawful money of the United States of America.

3. Alternate No. 3 - Install new carpet in offices on 2nd and 3rd floors in lieu of reusing existing carpeting for a total add / deduct from the Base Bid in the Sum of:

ADD / DEDUCT (circle one) TWENTY-ONE THOUSAND, THREE HUNDRED AND TWENTY-THREE AND 00/100 dollars
(\$ 21,323.00), in lawful money of the United States of America.

4. Alternate No. 4 – Install new controller software upgrades and updates, a new soft start power unit, and new valve power unit, in lieu of the new controller for a total deduct from the Base Bid in the Sum of:

Deduct TWENTY-THOUSAND, FOUR HUNDRED AND TWENTY-THREE AND 00/100 dollars (\$ 20,423.⁰⁰), in lawful money of the United States of America.
New door equipment and fixtures remain in the Base Bid.

- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable federal taxes are included and State of Georgia taxes are included in the Bid Sum.
- E. All Cash and Contingency Allowances described in Section 01 2100 are included in the Bid Sum.
- F. We acknowledge that the owner reserves the right to charge the Contractor liquidated damages in the amount of \$250.00 per calendar day, for each day the project has not achieved Substantial Completion as stipulated in the signed Owner / Contractor Agreement.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 2. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 365 calendar days from Notice to Proceed.
(Bidder to enter number of calendar days.)

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
 - 1. Roof Deck Replacement: Per Square Foot - \$ 5.⁰⁰
 - a. One thousand (1000) square feet of roof deck replacement is included in the Base Bid.
 - 2. Wood Floor/Ceiling Joist Replacement: Per Lineal Foot \$ 5.⁰⁰
 - a. One hundred (100) lineal feet of wood floor/ceiling joist replacement is included in the Base Bid.
 - 3. Wood Rafter Replacement: Per Lineal Foot \$ 5.⁰⁰
 - a. One hundred (100) lineal feet of wood rafter replacement is included in the Base Bid.

4. Masonry Repointing: Per Square Foot \$ 30.00
a. In addition to the exterior wall repointing for installation of below grade waterproofing, fifteen hundred (1500) square feet of repointing is included in the Base Bid.

1.09 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. Fifteen percent (15%) overhead and profit on the net cost of our own Work;
 2. Seven and one half percent (7 1/2%) on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus one hundred percent (100%) of the overhead and profit percentage noted above.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum 1, 2, 3 Dated 04/24/13, 05/04/13, 05/10, 13, respectively.

1.11 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
1. Proposal Guaranty: Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
 2. AIA A305 Contractor's Qualification Statement.
 3. Evidence of Qualifications including supplemental qualification information identifying previous relevant work experience and contact information as the Bidder's experience in the successful rehabilitation of historic structures.
 4. Written Statement indicating current work commitments that impact starting the project.
 5. State of Georgia Contractor Licensing information.
 6. Executed "Undertaking of Insurance" on standard form provided by the insurance company.
 7. Georgia Security and Immigration Compliance Act Affidavit.
 8. Proposed Subcontractors Form

1.12 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
B. Anderson Construction Company of Fort Gaines
(Bidder - print the full name of your firm)
C. was hereunto affixed in the presence of:
D. [Signature], President
(Authorized signing officer, Title)
E. (Seal)
F. [Signature: James Bryan], Treasurer
(Authorized signing officer, Title)

- 1.13 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

END OF BID FORM

LORD AECK SARGENT

Tifton City Hall

Estimated Construction Costs (Bid) Move-In

Modified: May 2013

Item	U/C	Project %	Low	Total	High
Sitework	\$0.00	0.3%	\$4,514	\$5,015	\$5,517
Demolition	\$0.00	4.2%	\$59,823	\$66,470	\$73,117
Earthwork	\$0.00	1.0%	\$14,985	\$16,650	\$18,315
Foundations	\$0.00	0.7%	\$9,450	\$10,500	\$11,550
Concrete	\$0.00	0.9%	\$12,529	\$13,922	\$15,314
Cement Finish	\$0.00	0.0%	\$0	\$0	\$0
Precast Concrete	\$0.00	0.0%	\$0	\$0	\$0
Masonry	\$0.00	4.9%	\$69,975	\$77,750	\$85,525
Natural Stone	\$0.00	0.0%	\$0	\$0	\$0
Miscellaneous Metal, including stairs and railings	\$0.00	5.4%	\$76,860	\$85,400	\$93,940
Rough Carpentry	\$0.00	9.8%	\$140,670	\$156,300	\$171,930
Finish Carpentry & Millwork - Monumental Stair and Column Repairs	\$0.00	6.3%	\$90,135	\$100,150	\$110,165
Waterproofing + Caulking	\$0.00	2.2%	\$31,104	\$34,560	\$38,016
Roofing + Sheet Metal	\$0.00	6.5%	\$93,848	\$104,275	\$114,703
Hollow Metal	\$0.00	0.3%	\$4,050	\$4,500	\$4,950
Wood Doors	\$0.00	0.3%	\$4,500	\$5,000	\$5,500
Special Acting Doors	\$0.00	0.0%	\$0	\$0	\$0
Finish Hardware	\$0.00	1.4%	\$19,800	\$22,000	\$24,200
Windows - skylight	\$0.00	1.3%	\$18,450	\$20,500	\$22,550
Lath, Plaster + Stucco	\$0.00	0.0%	\$0	\$0	\$0
Drywall - separation wall and drywall repairs	\$0.00	5.4%	\$77,850	\$86,500	\$95,150
Tile + Terrazzo	\$0.00	1.3%	\$18,000	\$20,000	\$22,000
Acoustical	\$0.00	0.0%	\$0	\$0	\$0
Flooring	\$0.00	6.6%	\$94,500	\$105,000	\$115,500
Painting - Interior repairs only	\$0.00	1.9%	\$27,000	\$30,000	\$33,000
Special Flooring	\$0.00	0.0%	\$0	\$0	\$0
Miscellaneous Specialties	\$0.00	0.8%	\$10,800	\$12,000	\$13,200
Toilet Partitions + Accessories	\$0.00	1.3%	\$17,955	\$19,950	\$21,945
Equipment	\$0.00	0.0%	\$0	\$0	\$0
Casework	\$0.00	0.0%	\$0	\$0	\$0
Furnishings	\$0.00	0.0%	\$0	\$0	\$0
Special Construction	\$0.00	0.0%	\$0	\$0	\$0
Conveying Systems	\$0.00	4.7%	\$67,500	\$75,000	\$82,500
Fire Protection Systems	\$0.00	1.4%	\$19,924	\$22,138	\$24,351
Plumbing Systems	\$0.00	4.0%	\$57,939	\$64,377	\$70,815
HVAC Systems	\$0.00	14.6%	\$209,925	\$233,250	\$256,575
Electrical Systems	\$0.00	12.7%	\$181,935	\$202,150	\$222,365
Construction Subtotal	\$0.00	65.94%	\$1,434,020	\$1,593,356	\$1,752,692
General Requirements	10.00%		\$143,402	\$159,336	\$175,269
Contract Requirements	5.00%		\$78,871	\$87,635	\$96,398
General Contractor's Fee	15.00%		\$248,444	\$276,049	\$303,654
Escalation to Bid Day/Mid-Point of Construction	0 MOS	0.00%	\$0	\$0	\$0
Design / Estimating Contingency		0.00%	\$0	\$0	\$0
Construction Contingency			\$300,000	\$300,000	\$300,000
Estimated Cost of Construction			\$2,204,738	\$2,416,375	\$2,628,013

LORD AECK SARGENT

Tifton City Hall

Estimated Construction Costs (Schematic/Design Development) Move-In

Modified: November 16, 2012

Item	U/C	Project %	Low	Total	High		
Sitework	\$0.00	0.4%	\$5,231	\$5,813	\$6,394		
Demolition	\$0.00	2.2%	\$25,988	\$28,875	\$31,763		
Earthwork	\$0.00	0.4%	\$4,500	\$5,000	\$5,500		
Foundations	\$0.00	0.9%	\$11,250	\$12,500	\$13,750		
Concrete	\$0.00	0.0%	\$0	\$0	\$0		
Cement Finish	\$0.00	0.0%	\$0	\$0	\$0		
Precast Concrete	\$0.00	0.0%	\$0	\$0	\$0		
Masonry	\$0.00	3.5%	\$42,471	\$47,190	\$51,909		
Natural Stone	\$0.00	0.0%	\$0	\$0	\$0		
Miscellaneous Metal, including stairs and railings	\$0.00	5.6%	\$67,500	\$75,000	\$82,500		
Rough Carpentry	\$0.00	9.4%	\$112,500	\$125,000	\$137,500		
Finish Carpentry & Millwork - Monumental Stair and Column Repairs	\$0.00	4.4%	\$53,370	\$59,300	\$65,230		
Waterproofing + Caulking	\$0.00	2.4%	\$29,250	\$32,500	\$35,750		
Roofing + Sheet Metal	\$0.00	7.8%	\$93,848	\$104,275	\$114,703		
Hollow Metal	\$0.00	0.6%	\$6,750	\$7,500	\$8,250		
Wood Doors	\$0.00	0.0%	\$0	\$0	\$0		
Special Acting Doors	\$0.00	0.0%	\$0	\$0	\$0		
Finish Hardware	\$0.00	0.8%	\$9,900	\$11,000	\$12,100		
Windows - skylight	\$0.00	0.8%	\$9,450	\$10,500	\$11,550		
Lath, Plaster + Stucco	\$0.00	0.0%	\$0	\$0	\$0		
Drywall - separation wall and drywall repairs	\$0.00	6.5%	\$77,850	\$86,500	\$95,150		
Tile + Terrazzo	\$0.00	1.1%	\$13,500	\$15,000	\$16,500		
Acoustical	\$0.00	0.0%	\$0	\$0	\$0		
Flooring	\$0.00	5.1%	\$60,750	\$67,500	\$74,250		
Painting - interior repairs only	\$0.00	1.9%	\$22,500	\$25,000	\$27,500		
Special Flooring	\$0.00	0.0%	\$0	\$0	\$0		
Miscellaneous Specialties	\$0.00	0.0%	\$0	\$0	\$0		
Toilet Partitions + Accessories	\$0.00	1.3%	\$15,840	\$17,600	\$19,360		
Equipment	\$0.00	0.0%	\$0	\$0	\$0		
Casework	\$0.00	0.0%	\$0	\$0	\$0		
Furnishings	\$0.00	0.0%	\$0	\$0	\$0		
Special Construction	\$0.00	0.0%	\$0	\$0	\$0		
Conveying Systems	\$0.00	5.6%	\$67,500	\$75,000	\$82,500		
Fire Protection Systems	\$0.00	1.7%	\$19,924	\$22,138	\$24,351		
Plumbing Systems	\$0.00	4.8%	\$57,939	\$64,377	\$70,815		
HVAC Systems	\$0.00	17.5%	\$209,925	\$233,250	\$256,575		
Electrical Systems	\$0.00	15.2%	\$181,935	\$202,150	\$222,365		
Construction Subtotal			\$0.00	65.61%	\$1,199,670	\$1,332,967	\$1,466,264
General Requirements			8.00%		\$95,974	\$106,637	\$117,301
Contract Requirements			8.00%		\$103,652	\$115,168	\$126,685
General Contractor's Fee			8.00%		\$111,944	\$124,382	\$136,820
Design Contingency			10.00%		\$151,124	\$167,915	\$184,707
Estimating Contingency			10.00%		\$166,236	\$184,707	\$203,178
Estimated Cost of Construction					\$1,828,599	\$2,031,777	\$2,234,955

Potential Increases in Cost

Below Grade Waterproofing at Driveway Wall

Additional Selective Demolition for Floor Repair at Atrium

Wood Floor Repair - Atrium & Hall

Gypsum Board Repairs - Ceilings & Walls

Light Fixtures

LORD AECK SARGENT

Tifton City Hall

Estimated Construction Costs (Conceptual Level) Move-In

Prepared: February 24, 2012

Item	U/C	Project %	Low	Total	High
Sitework	\$0.00	0.0%	\$0	\$0	\$0
Demolition	\$0.00	1.6%	\$17,325	\$19,250	\$21,175
Earthwork	\$0.00	0.0%	\$0	\$0	\$0
Foundations	\$0.00	1.1%	\$11,250	\$12,500	\$13,750
Concrete	\$0.00	0.0%	\$0	\$0	\$0
Cement Finish	\$0.00	0.0%	\$0	\$0	\$0
Precast Concrete	\$0.00	0.0%	\$0	\$0	\$0
Masonry	\$0.00	4.0%	\$42,471	\$47,190	\$51,909
Natural Stone	\$0.00	0.0%	\$0	\$0	\$0
Miscellaneous Metal, including stairs and railings	\$0.00	6.4%	\$67,500	\$75,000	\$82,500
Rough Carpentry	\$0.00	10.6%	\$112,500	\$125,000	\$137,500
Finish Carpentry & Millwork - Monumental Stair and Column Repairs	\$0.00	4.4%	\$46,800	\$52,000	\$57,200
Waterproofing + Caulking	\$0.00	0.0%	\$0	\$0	\$0
Roofing + Sheet Metal	\$0.00	8.9%	\$93,848	\$104,275	\$114,703
Hollow Metal	\$0.00	0.6%	\$6,750	\$7,500	\$8,250
Wood Doors	\$0.00	0.0%	\$0	\$0	\$0
Special Acting Doors	\$0.00	0.0%	\$0	\$0	\$0
Finish Hardware	\$0.00	0.9%	\$9,900	\$11,000	\$12,100
Windows - skylight	\$0.00	0.9%	\$9,450	\$10,500	\$11,550
Lath, Plaster + Stucco	\$0.00	0.0%	\$0	\$0	\$0
Drywall - separation wall and drywall repairs	\$0.00	4.9%	\$52,313	\$58,125	\$63,938
Tile + Terrazzo	\$0.00	1.3%	\$13,500	\$15,000	\$16,500
Acoustical	\$0.00	0.0%	\$0	\$0	\$0
Flooring	\$0.00	0.0%	\$0	\$0	\$0
Painting - interior repairs only	\$0.00	2.1%	\$22,500	\$25,000	\$27,500
Special Flooring	\$0.00	0.0%	\$0	\$0	\$0
Miscellaneous Specialties	\$0.00	0.0%	\$0	\$0	\$0
Toilet Partitions + Accessories	\$0.00	1.5%	\$15,840	\$17,600	\$19,360
Equipment	\$0.00	0.0%	\$0	\$0	\$0
Casework	\$0.00	0.0%	\$0	\$0	\$0
Furnishings	\$0.00	0.0%	\$0	\$0	\$0
Special Construction	\$0.00	0.0%	\$0	\$0	\$0
Conveying Systems	\$0.00	6.4%	\$67,500	\$75,000	\$82,500
Fire Protection Systems	\$0.00	1.9%	\$19,924	\$22,138	\$24,351
Plumbing Systems	\$0.00	5.5%	\$57,939	\$64,377	\$70,815
HVAC Systems	\$0.00	19.8%	\$209,925	\$233,250	\$256,575
Electrical Systems	\$0.00	17.2%	\$181,935	\$202,150	\$222,365
Construction Subtotal	\$0.00	65.61%	\$1,059,169	\$1,176,855	\$1,294,540
General Requirements	8.00%		\$84,734	\$94,148	\$103,563
Contract Requirements	8.00%		\$91,512	\$101,680	\$111,848
General Contractor's Fee	8.00%		\$98,833	\$109,815	\$120,796
Design Contingency	10.00%		\$133,425	\$148,250	\$163,075
Estimating Contingency	10.00%		\$146,767	\$163,075	\$179,382
Estimated Cost of Construction			\$1,614,440	\$1,793,822	\$1,973,204

TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Rona Martin
DATE: 06/12/2013
DEPARTMENT: n/a
SUBJECT: Tourism Association Update



DATE: 06/20/2013
Workshop Meeting (X)
Regular Meeting ()
Called Meeting ()

EXECUTIVE SUMMARY

Tyron Spearman will attend the workshop to give an update for the Tourism Association on activities.

PROPOSED ACTION

n/a

SUPPORTING INFORMATION

Background Information

n/a

Financial Implications

- No financial implications.
- _____

Pros and/or Cons

n/a

Implementation

n/a

TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Rona Martin
DATE: 06/20/2013
DEPARTMENT: Council
SUBJECT: Citizen – Jonathan Halstead – Traffic Issue



DATE:
Workshop Meeting ()
Regular Meeting ()
Called Meeting ()

EXECUTIVE SUMMARY

Jonathan Halstead has requested thru Council Member Julie Smith to speak regarding a traffic issue he has at the intersections of 6th Street and Park Avenue and 6th Street and Central Avenue.

PROPOSED ACTION

SUPPORTING INFORMATION

Background Information

Financial Implications

To be determined.

Pros and/or Cons

Implementation

TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Bert D. Crowe, Director COT-EMD
DATE: June 20, 2013
DEPARTMENT: Environmental Management
SUBJECT: City of Tifton Map Amendment



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

EXECUTIVE SUMMARY

As a result of the adoption of the current Land Development Code in July 2012, there have been expected zoning map conflicts found since the adoption. This Map Amendment is to correct noted conflicts.

PROPOSED ACTION

Resolved that Map Amendment ZA13-000-003 shall be approved.

SUPPORTING INFORMATION

Background Information

- This is the second round of blanket changes in the zoning map due to the changes created by the adoption of the LDC.
- The Changes have been reviewed and approved by the City of Tifton Planning and Zoning Board.

Financial Implications

- There are no financial implications.

Pros and/or Cons

- Pros-The Proposed Zoning Map changes will correct several zoning inconsistencies created by the current Land Development Code.
- Cons- None

Implementation

- The proposed Map Amendment changes would go into effect as soon as approval is given by Council.
- The Environmental Management Department lead by Bert D. Crowe, Director will be charged with implementing proposed changes.



ENVIRONMENTAL MANAGEMENT

Bert D. Crowe, Director

PH: 229.391.3950

FAX: 229-556-7419

e-mail: bcrowe@tifton.net

204 North Ridge
Post Office Box 229
Tifton, Georgia 31793

<http://www.tifton.net>

ELECTED OFFICIALS:

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

JOHNNY TERRELL, JR.
VICE MAYOR
DISTRICT 3

MARIANNA KEESEE
DISTRICT 1

CHRISTOPHER PARROTT
DISTRICT 2

JULIE B. SMITH
DISTRICT 4

Staff Summary of ZA13-000-003 Blanket Rezone in Conjunction with the Current Land Development Code

A request was made to staff to monitor and record any zoning discrepancies that related to adoption of the City of Tifton Land Development Code (LDC) in July 2012. This process was conducted for approximately 12 month and all discrepancies were noted. A map was created by the Regional Development office to show the needed changes and proper postings were made to make the needed changes. This is the second "blanket change" in the zoning map made as a result of the adoption of the LDC. The first was done in conjunction with the adoption of the LDC and this blanket change is one after one year of operation under the LDC.

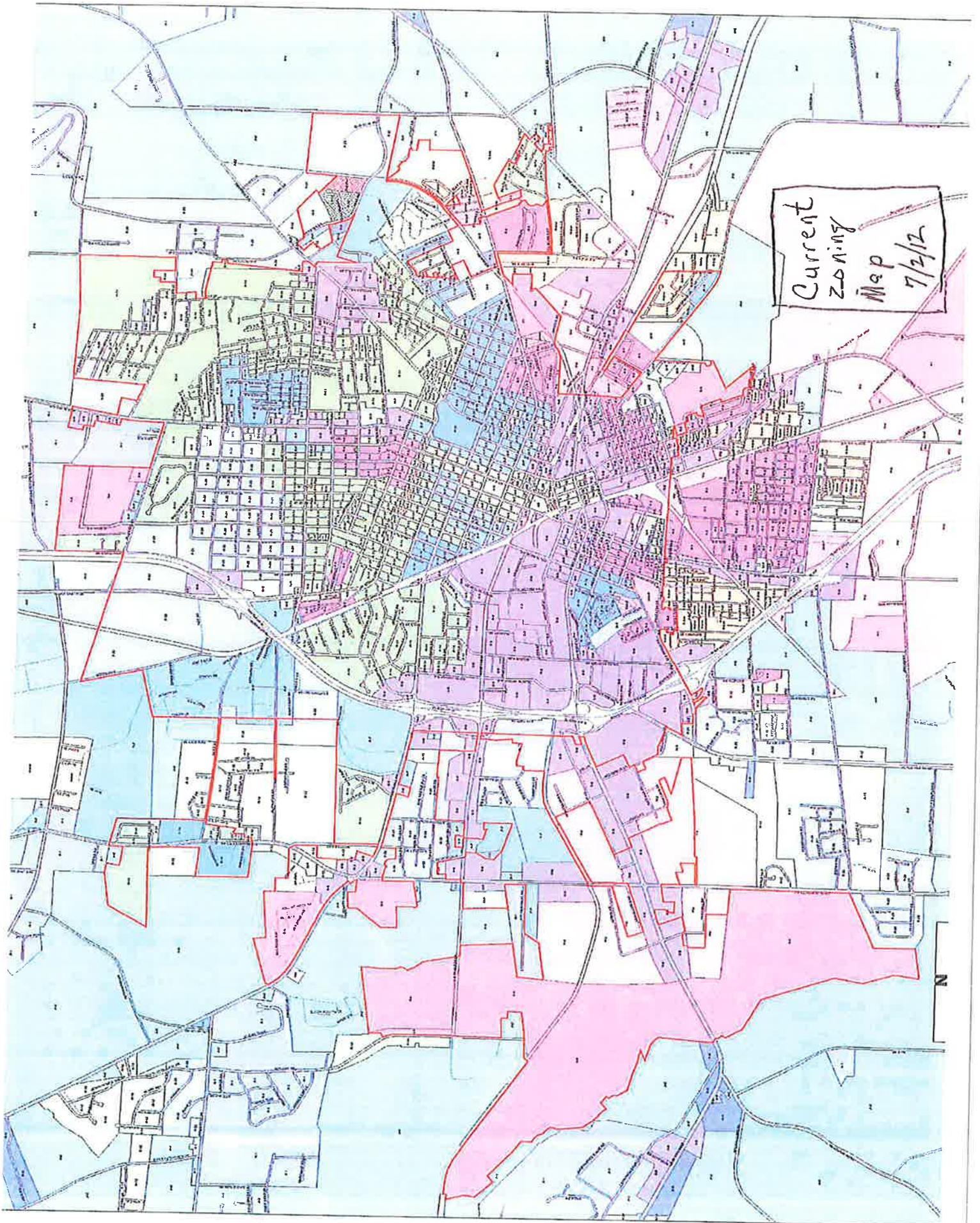
Only a few changes were noted as referenced by the newly created zoning map. Planning and Zoning criteria as it related to the changes are as follows:

- 1) The changes will permit uses that are suitable in view of the existing land use patterns of nearby properties.
- 2) There were no isolated zones created by these changes.
- 3) None of the changes affect existing population density patterns and in turn would not tax the load on public facilities.
- 4) The changes are reasonable in order to correct changes created by the adoption of the Current LDC.
- 5) There would be no creation of adverse conditions in current neighborhoods or in the community as a whole.
- 6) There would be no resulting impact on current environmental conditions.
- 7) There would be no increase in cost to the public sector as a result of these changes.
- 8) There were no determinable changes in value to property involved in the changes or adjacent to the rezoned properties. No detrimental effects were noted.
- 9) The proposed changes are not out of scale with the needs of the community.
- 10) There were no special privileges granted to any individual as a result of these changes. These changes were proposed by the Staff as a direct result of corrections needed in conjunction with the current LDC.
- 11) This zoning decision is consistent with the local planning efforts of the City of Tifton.

Please note that these changes in zoning are a result of the changes that came about due to the adoption of the current COT-LDC and are needed to correct current discrepancies in our zoning map. It is the determination of Staff that the approval of these changes will improve the accuracy of our current map and aid in future development of our City. Staff recommends the adoption of these zoning map changes.

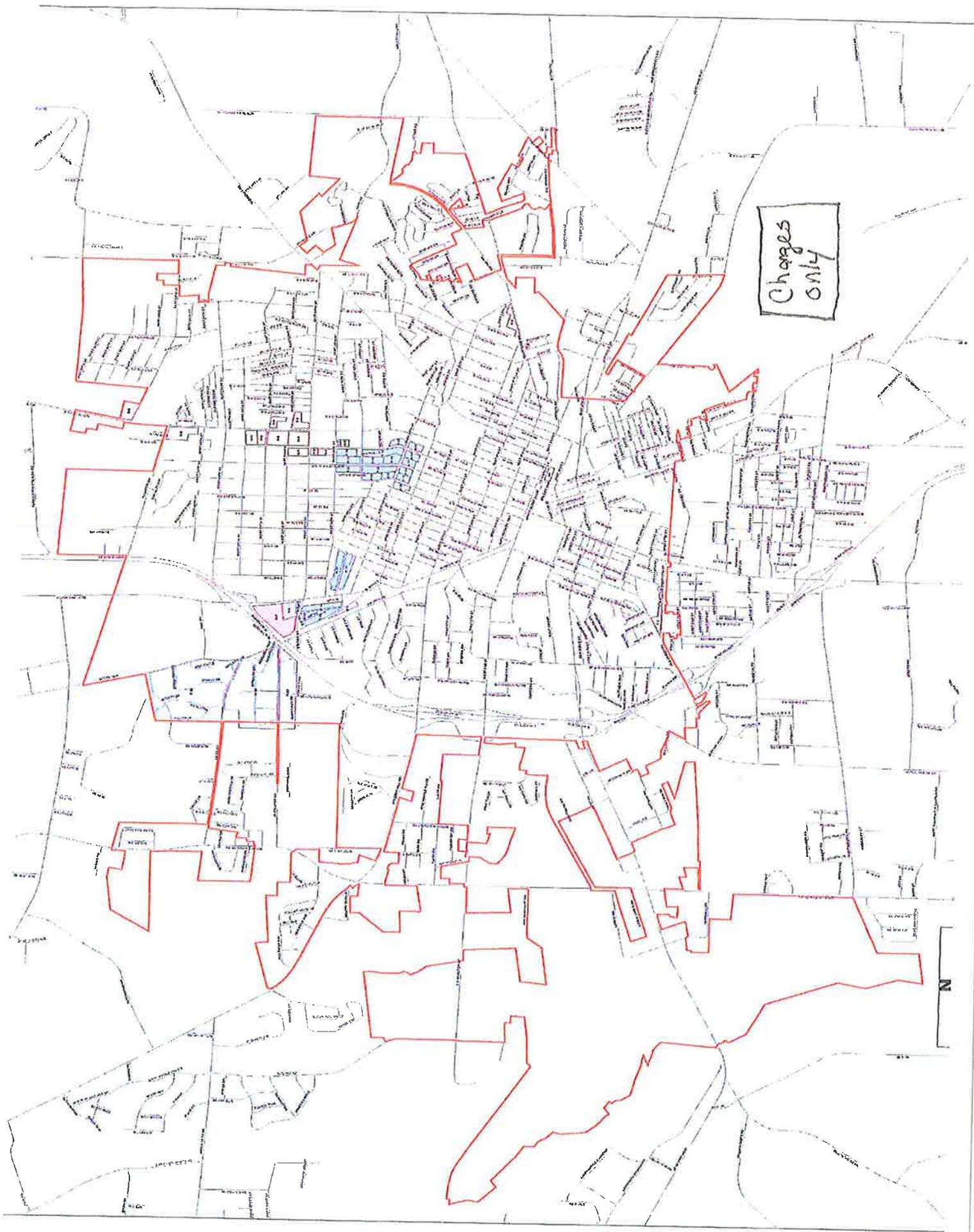
Bert D. Crowe, Director
City of Tifton
Environmental Management Department

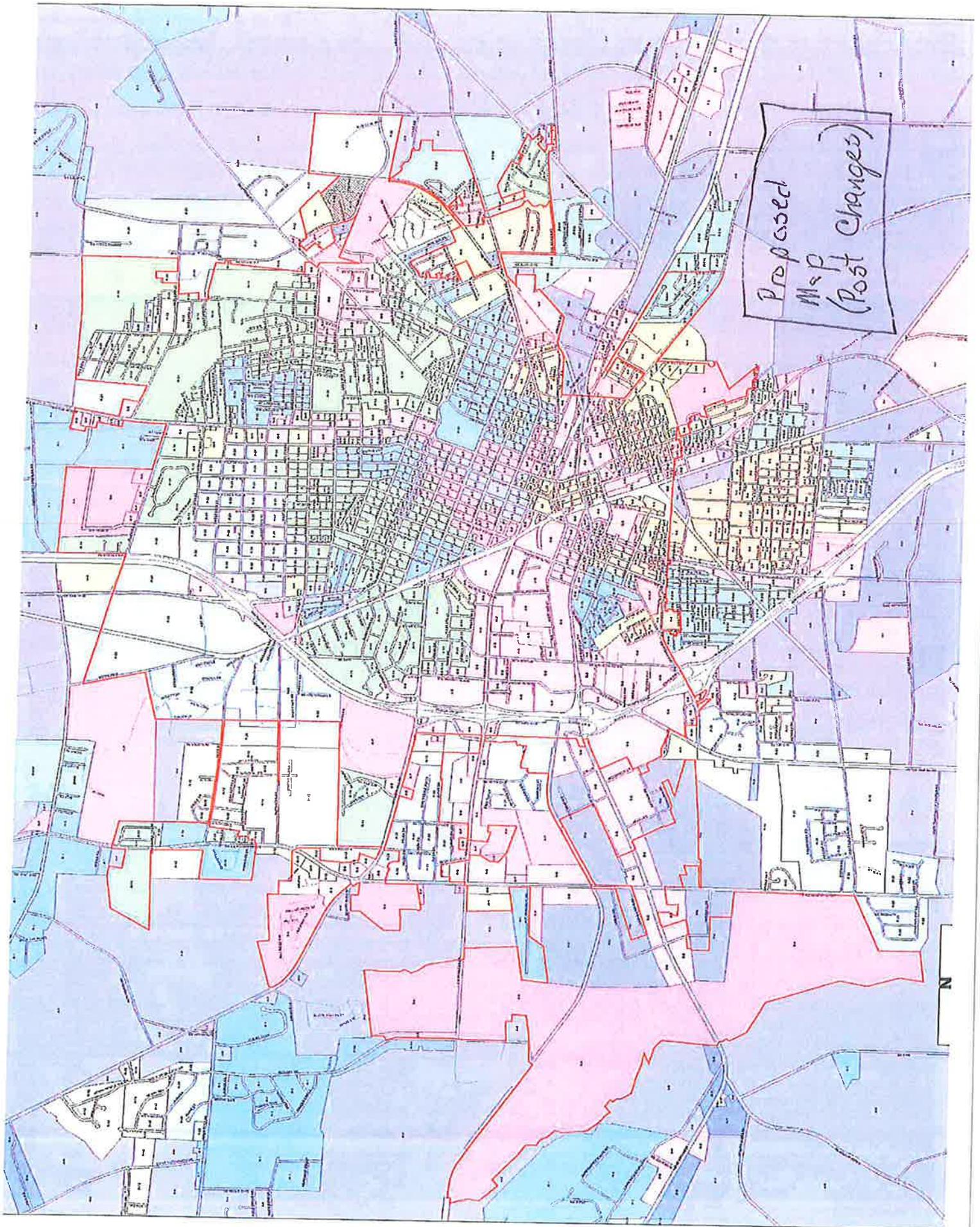




Current
zoning
Map
7/2/12

N







204 North Ridge
Post Office Box 229
Tifton, Georgia 31793

<http://www.tifton.net>

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DISTRICT 2

JULIE B. SMITH
DISTRICT 4



ENVIRONMENTAL MANAGEMENT

Bert D. Crowe, Director

PH: 229.391.3950

FAX: 229-556-7419

e-mail: bcrowe@tifton.net

Location: City of Tifton Municipal Court Room
130 East 5th Street
Tifton, GA 31794

Date: May 28, 2013

Agenda

Meeting of the City of Tifton Planning and Zoning Commission

A meeting of the City of Tifton Planning and Zoning Commission is to be held Thursday June 6, 2013 at 6:00 pm at the City of Tifton Municipal Court Room located at 130 East 5th Street Tifton, Georgia. The entrance to the Municipal Court Room is located inside the Municipal Court entrance to the Law Enforcement Center.

- 1) Call meeting to order.
- 2) Application # ZA13-000-003: Bert D. Crowe on behalf of the City of Tifton Council request approval for adoption of a proposed City of Tifton Zoning Map Amendment to correspond with the current City of Tifton Land Development Code.
- 3) Citizen's Comments
- 4) Old Business
- 5) New Business
- 6) Adjournment



ENVIRONMENTAL MANAGEMENT

Bert D. Crowe, Director

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FAX: 229-556-7419

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VICE-MAYOR
DISTRICT 4

MARIANNA KEESEE
DISTRICT 1

DAVE HETZEL
DISTRICT 2

JOHNNY TERRELL, JR.
DISTRICT 3



Date: June 6, 2013

To: City of Tifton Planning and Zoning Board

From: Bert D. Crowe, Director
Environmental Management Department
City of Tifton, GA

Subject: Executive Summary to the City of Tifton Planning and Zoning Board

Re: Bert D. Crowe on behalf of the City of Tifton Council request approval for adoption of a proposed City of Tifton Zoning Map Amendment #ZA13-000-003 to correspond with the current City of Tifton Land Development Code.

After a request from City of Tifton Council, staff was asked to review current City of Tifton development standards and propose a City of Tifton Land Development Code. This was completed in July 2012. This application is for a City of Tifton Zoning Map Amendment in correspondence with required corrections relating to the current City of Tifton Land Development Code.

It is also the determinations of staff that this amendment is needed to accommodate the guidelines set by the City of Tifton Land Development Code, create definitive entrance corridors, protect residential communities, and create a more business friendly environment for the City of Tifton. Staff also believes these changes are in the best interest of all citizens of the City of Tifton, and should be approved by The Planning and Zoning Board.

Thank you for your consideration of this request.

Bert D. Crowe, Director
COT-EMD

City of Tifton Planning and Zoning Commission

Meeting Place: City of Tifton Municipal Court Room

June 6, 2013 Meeting Minutes

The meeting was called to order at approximately 6:00 pm. Present at the meeting was Commissioners Nalls, Robinson, Wise and Battle. Commissioner Sharpe was absent. Chairman Nalls determines that there was quorum and read the proposed map amendment application. He then asked Bert Crowe, Director COT-EMD to give an overview of the proposed changes. Director Crowe explained that these changes were changes that came about as a result of the adoption of the City of Tifton Land Development Code in July 2012. The Board was reminded of the first set of changes to the zoning map and that a second set would follow to correct any discrepancies that missed at the point of adoption. The commissioners reviewed the maps showing the changes and with very few questions decided to take a vote. A motion to approve the changes as presented was made and seconded and a vote was taken in favor of the motion to approve with a unanimous outcome. There was no new business or old business. No citizens were present for citizen input. There were a few closing questions to staff relating to possible new business come to Tifton. The meeting was adjourned at approximately 6:45 PM.

Planning and Zoning Criteria

1. Whether the proposed rezoning request will permit a use that is suitable, in view of the existing land use pattern of adjacent and nearby property.
2. Whether the proposed rezoning would result in the possible creation of an isolated district unrelated to adjacent and nearby districts.
3. Whether the proposed development would affect the existing population density pattern and lead to the possible increase or overtaxing of the load on public facilities.
4. Whether changed or changing conditions make the passage of the proposed amendment reasonable.
5. Whether the proposed change will adversely influence existing conditions in the neighborhood or the community at large.
6. Whether the proposed amendment would result in potential impacts on the environment, including but not limited to drainage, soil erosion and sedimentation, flooding, air quality, and water quality and quantity.
7. Whether the costs required of the public in providing, improving, increasing or maintaining public utilities, schools, streets and public safety necessities would be reasonable when considering the proposed change.
8. Whether the proposed change will be detrimental to the value or improvement of the development of adjacent or nearby property in accordance with existing regulations.
9. Whether the proposed change is out of scale with the needs of the neighborhood or the City of Tifton.
10. Whether the proposed change will constitute a grant of special privilege to the individual owner as contrasted with the adjacent or nearby neighborhood or with the general public.
11. The extent to which the zoning decision is consistent with the local planning efforts of the City of Tifton.

PUBLIC NOTICE

**The City of Tifton Planning and Zoning Commission
Meeting, 130 East 5th Street, Municipal Court Room,
Tifton, Georgia**

June 6, 2013, 6:00 PM

Meeting is Open to the Public

Notice of Public Hearing

**The City of Tifton Council will hold a Public Hearing July 1, 2013
at 5:00 PM at 130 East 5th Street, Municipal Court Room, Tifton,
Georgia**

Applications:

ZA13-000-003: Bert D. Crowe on behalf of the City of Tifton Council request approval for adoption of a proposed City of Tifton Zoning Map Amendment to correspond with the current City of Tifton Land Development Code.

This advertisement shall advise the public pursuant to O.C.G.A. 36-67A-3 that any opponent of a proposed rezoning action who has made campaign contributions aggregating \$250.00 or more to a local government official of the local government which shall consider the application within two (2) years of the date of the application shall be required to file a disclosure with the governing authority of the respective local government showing: (1) The name and official position of the local government official to whom campaign contributions were made; and (2) the dollar amount and description of each campaign contribution made by the opponent to the local government official during the five (5) years immediately preceding the filing of the application for the proposed rezoning action and the date of each contribution. Such disclosure shall be required to be filed at least five (5) calendar days prior to the scheduled hearing.

For Additional Information please call 229-391-3950

pn13

**Correction
PUBLIC NOTICE**

**The City of Tifton
Planning and Zoning
Commission Meeting,
130 East 5th Street,
Municipal Court Room,
Tifton, Georgia**

June 6, 2013, 6:00 PM

Meeting is Open to the Public

Notice of Public Hearing

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For Additional Information please
call 229-391-3950

00053400
5/31/13



TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Rob Wilmot
DATE: 6/4/2013
DEPARTMENT: City Attorney’s Office
SUBJECT: Policies and Procedures for CDBG Property Easement Acquisition

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

EXECUTIVE SUMMARY

Policies and Procedures need to be adopted for acquiring property easements for our FY2010 CDBG Project for Sewer Main Improvements.

PROPOSED ACTION

Adoption Of The Attached Policies And Procedures Statement For Acquisition Of Real Property Or Easement Associated With Federally Funded Projects.

SUPPORTING INFORMATION

Background Information

- These property acquisition policies need to be adopted. These regulations allow the City to negotiate upward from appraised value, increasing the offer if necessary.
- The amount by which we may exceed appraised value needs to be determined as all costs that the city would incur in a condemnation proceeding
- Bob Roberson, grant administrator, suggested using per square foot value as determined by the County Tax Assessor in lieu of formal appraisal as the basis for valuing easements. However, regulations provide that an owner may insist upon a formal appraisal. He also noted the most recent formal utility easement appraisal work he had done was by Halstead and he valued sewer easements at 40% of market value.

Financial Implications

- Is this a budgeted item x yes or no.
- Current available budgeted amount: \$783,000.00 Local Project Match, which is being paid from SPLOST.

Pros and/or Cons

- DCA will monitor the city’s acquisition files for compliance with federal acquisition regulations.

Implementation

- City staff along with Watkins & Associates Engineering Firm will move forward with acquiring easements for the respective property owners.

RESOLUTION NO. 2013-_____

**A RESOLUTION ADOPTING POLICIES AND PROCEDURES
FOR ACQUISITION OF REAL PROPERTY OR EASEMENT
ASSOCIATED WITH FEDERALLY FUNDED PROJECTS**

WHEREAS, the City of Tifton is carrying out certain activities for sanitary sewer improvements for the City of Tifton which are funded in whole or in part with federal funds;

WHEREAS, the City of Tifton has determined that it is necessary to acquire property or easements on property as part of the federally funded project; and

WHEREAS, the Uniform Real Property Acquisition Policies Act of 1970, as amended, hereinafter to be called the Uniform Act, requires local governments to adopt written local policies to govern property acquisition;

NOW, THEREFORE, BE IT RESOLVED:

The City of Tifton (hereinafter "the City") hereby adopts the following policies and procedures that will govern all activities associated with property acquisition related to federally funded projects.

1. a. **TARGET AREA.** The area in which acquisition activities are proposed is described in the narrative of the application for funding, and can be referenced by consulting the map attached to the application.

b. **ACQUISITION POLICIES.** The City shall make every reasonable effort to acquire the real property expeditiously by negotiation. As soon as feasible, the City shall notify the property owner of its interest in acquiring the property, and shall do so in writing by issuing a "Notice of Intent to Acquire." This notice will inform the property owner of all rights guaranteed under the Uniform Act, and shall be delivered by certified mail, or hand-delivered with a signed receipt. At this time, the City shall also deliver the information brochure "When a Public Agency Acquires Your Property," and shall obtain receipt for delivery.

c. **APPRAISAL.** Property owners shall have the right to have property appraised. This right may be waived by executing a waiver form, available from the City. The property owner reserves the right to waive any or all rights granted under the Uniform Act and this Policies Statement. The City **MUST** inform the property owner of all rights granted under the Uniform Act **BEFORE** executing any waivers.

d. **CRITERIA FOR APPRAISALS.** Appraisals shall be written statements prepared independently and impartially by a qualified appraiser, setting forth an

opinion of defined value of an adequately described property (platted and with a legal description) as of a specific date and supported by the presentation and analysis of relevant market information. Appraisals will vary in complexity, depending on the type, location, and size of the property to be acquired, but shall at a minimum, contain all items described in the Uniform Act implementing regulations, which are hereby referenced as part of this document and are available at the City office(s).

e. **QUALIFICATIONS FOR APPRAISERS.** Appraisers shall be Georgia licensed real estate appraisers, according to state law, and shall meet all other requirements described in the Uniform Act implementing regulations.

f. **APPEALS PROCEDURES.** Appeals shall be reviewed promptly and in accordance with applicable law. Any aggrieved person may file a written appeal with the City in any case in which the person believes that the City has failed to properly implement all regulations and requirements of the Act, or failed to offer fair market value for the property to be acquired. All written appeals shall be considered by the City, provided they are filed within 60 days of the City's Offer of Sale. A person has the right to be represented by legal counsel or other representative in connection with the appeal, but solely at the person's expense. The City shall permit a person to inspect and copy all materials pertinent to the appeal, subject to reasonable conditions imposed on the rights to inspect (i.e.; inspections to be conducted only during normal business hours). In deciding an appeal, the City shall consider all pertinent justification and other material submitted by the person, and all other available information that is needed to ensure a fair and full review of the appeal. Promptly after receipt of all information submitted by a person in support of an appeal, the City shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. If the full relief requested is not granted, the City shall advise the person of his or her right to seek judicial review. The City official conducting the review of the appeal shall be either the City manager or his or her authorized designee. However, the official reviewing the appeal shall not have been directly involved in the appealed action.

g. **REVIEW APPRAISAL.** Complex appraisals (those on property whose value exceeds \$10,000.00) shall be reviewed for conformance with applicable appraisal requirements. Before acceptance of Fair Market Value as established by appraisal, the review appraiser will determine that the appraiser's documentation, including valuation data and analyses of that data, support the appraiser's opinion of value. Appraisals will be subject to revision if the reviewer has valid objections to the method or amount of valuation. The review Appraiser's certification of the recommended or approved value shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation for approval. Any damages or benefits to any remaining property shall also be identified in the statement. Review appraisers shall meet all qualifications of appraisers as described above.

h. **ALTERNATIVE METHODS OF VALUATION.** The City may determine through knowledge of area market values that the property to be acquired has value of less than \$10,000.00. In these cases, the City may seek an agreement with the property owner that value be established by method other than a formal appraisal. These cases may be turned over to qualified persons who are familiar with local real estate market conditions. These types of property valuation shall be based on measurable data, such as comparable sales or previous appraisals, and shall be reviewed by a competent, knowledgeable reviewer who is also familiar with local market conditions. The property owner reserves the right to reject such a method of valuation and insist on a full appraisal should the valuation by such method be unacceptable.

i. **ESTABLISHMENT OF JUST COMPENSATION.** Before initiation of negotiations, the City shall establish an amount which it believes to be just compensation for the property, which shall not be less than the fair market value as established by appraisal, review appraisal, or other method of valuation agreed upon by the City and property owner. Promptly thereafter, the City shall make a written offer to the owner to acquire the property for the full amount believed to be just compensation.

j. **SUMMARY STATEMENT.** Along with the initial written purchase offer, the owner shall be given a written statement of the basis of the offer of just compensation which shall include:

1. A statement of the amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and the damages, if any, to the remaining property shall be separately stated.

2. A description and location identification of the real property and the interest in the real property to be acquired.

3. An identification of the buildings, structures, and other improvements which are considered to be part of the real property for which the offer of just compensation is made. Where appropriate, the statement shall identify any separately held ownership in the property (e.g., a tenant-owned improvement), and indicate that such interest is not covered by the offer.

k. **BASIC NEGOTIATION PROCEDURES.** The City shall make reasonable efforts to contact the owner or owner's representative and discuss its offer to purchase, including the basis for the offer of just compensation. The City shall explain the basic acquisition policies and procedures that apply, and the owner shall be given reasonable opportunity to consider the offer and present material which the owner believes is relevant to determining the value of the property and to suggest modifications to the proposal.

If information presented by the owner, or a material change in the character or condition of the property, indicates the need for new appraisal information, or if a significant delay has occurred since the time of appraisal of the property and it is possible that an increase in property value has occurred, the City shall have the appraisal updated or obtain a new appraisal. If the latest appraisal information indicates that a change in the purchase offer is warranted, the City shall promptly reestablish just compensation and offer the new amount to the owner in writing.

1. **COERCIVE ACTION.** The City shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property.

m. **ADMINISTRATIVE SETTLEMENT.** The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and an authorized City official approves such administrative settlement as being reasonable, prudent, and in the public interest. A written justification explaining the basis for the settlement (e.g., recent court awards exceeding the City's testimony to value, estimated trial costs exceed the amount of administrative settlement, valuation method not appropriate) shall be included in the City's file. Appraisers and review appraisers must not be pressured to adjust their estimate of value for the purpose of justifying a settlement, as such action would invalidate the appraisal process.

n. **PAYMENT BEFORE TAKING POSSESSION.** The City shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court an amount equal to the City's approved fair market value of the property, before requiring the owner to surrender possession of the property. In exceptional circumstances (e.g. immediate threat to the community), with prior approval of the owner, the City may obtain a right-of-entry for construction purposes before making payment available to the owner.

o. **UNECONOMIC REMNANT.** If the acquisition of only a portion of a property would leave the owner with an uneconomic remnant, the City shall offer to acquire the uneconomic remnant along with the portion of the property needed for the project. For purposes of this requirement, "uneconomic remnant" means a parcel of property in which the owner is left with an interest after the partial acquisition of the owner's property, which has little or no value or utility to the owner, as determined by the City.

2. **CONDEMNATION PROCEDURES.** Should the City and property owner fail to come to an agreement on a fair market value for the property to be acquired, the City shall reserve the right to institute condemnation proceedings under the power of eminent domain. The City shall promptly place the amount of just compensation in trust

with the court until such time as the Special Master makes his ruling, or until jury trial is complete and final amount of just compensation is established. The owner reserves the right to appeal the decision of the Special Master, or to insist upon jury trial to establish the amount of just compensation to be awarded. Friendly condemnations, in order to secure marketable title to the property shall be instituted by the City when appropriate, and all normal rules of condemnation shall apply.

3. **CERTAIN LITIGATION EXPENSES.** The owner of the real property shall be reimbursed for any reasonable expenses, including reasonable attorney, appraisal, and engineering fees, which the owner actually incurred because of a condemnation proceeding, if:

- The final judgment of the court is that the City cannot acquire the property by condemnation; or
- The condemnation proceeding is abandoned by the City other than under an agreed upon settlement; or
- The court having jurisdiction renders a judgment in favor of the owner in an inverse condemnation proceeding or the City effects a settlement of such proceeding.

4. **EXPENSES INCIDENTAL TO TRANSFER OF TITLE TO THE CITY.**

The owner of the real property shall be reimbursed for all reasonable expenses the owner necessarily incurred for:

- Recording fees, transfer taxes, documentary stamps, evidence of title, boundary survey and legal description, and similar expenses incidental to conveying the real property to the City. However, the City is not required to pay costs solely required to perfect the owner's title to the property.
- Penalty costs and other charges for prepayment of any preexisting mortgage entered into in good faith encumbering the real property.
- The pro rata portion of any prepaid property taxes which are allocable to the period after the City obtains title to the property or effective possession of it, whichever is earlier.

Whenever feasible, the City shall pay for the incidental expenses directly so that the owner will not have to pay such costs and then seek reimbursement for the City. To avoid duplicate expenditures, the property owner shall be informed early in the acquisition process of the City's intent to make such arrangements.

5. **DONATIONS.**

An owner whose real property is to be acquired may, **AFTER BEING FULLY INFORMED BY THE CITY OF THE RIGHT TO RECEIVE JUST COMPENSATION FOR SUCH PROPERTY**, donate such property or any part thereof, any interest therein, or any compensation paid therefor, to the City as such owner shall determine. The City must obtain an appraisal of the real property unless the owner, in writing, releases the City from such

obligation, or as provided in Paragraph 1.h., the valuation problem is uncomplicated and the fair market value does not exceed \$10,000.00. Whenever City acquires property under this provision, IT MUST OBTAIN THE WRITTEN CONSENT OF THE OWNER. Such consent must indicate that the owner understands that under the Uniform Act, he or she cannot be required to sell or donate the real property to the City for less than fair market value. The owner reserves the right to waive any or all provisions of these policies. However, all provisions contained herein MUST BE CLEARLY EXPLAINED AND PRESENTED TO THE PROPERTY OWNER AND RECEIPT OF SUCH PRESENTATION MUST BE CONTAINED IN THE CITY'S FILE.

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

RESOLVED by the Mayor and City Council of the City of Tifton this ___ day of June, 2013.

J.G. "Jamie" Cater, JR.
Mayor

Attest:

Rona Martin
City Clerk

Approved as to form:

Robert C. Wilmot
City Attorney

**POLICIES AND PROCEDURES STATEMENT FOR ACQUISITION
OF REAL PROPERTY OR EASEMENT ASSOCIATED WITH
FEDERALLY FUNDED PROJECTS**

The City of Tifton is carrying out certain activities funded in whole or in part with Federal Funds. The Agency has deemed it necessary to acquire property or easement to property as part of the federally funded project. Pursuant to the Uniform Real Property Acquisition Policies Act of 1970, as amended, hereinafter to be called the Uniform Act, which requires local governments to adopt written local policies to govern property acquisition, the Agency has adopted by official action these policies and procedures. These policies and procedures will govern all activities associated with property acquisition related to federally funded projects.

1. a. **TARGET AREA.** The area in which acquisition activities are proposed is described in the narrative of the application for funding, and can be referenced by consulting the map attached to the application.

b. **ACQUISITION POLICIES.** The Agency shall make every reasonable effort to acquire the real property expeditiously by negotiation. As soon as feasible, the Agency shall notify the property owner of its interest in acquiring the property, and shall do so in writing by issuing a "Notice of Intent to Acquire." This notice will inform the property owner of all rights guaranteed under the Uniform Act, and shall be delivered by certified mail, or hand-delivered with a signed receipt. At this time, the Agency shall also deliver the information brochure "When a Public Agency Acquires Your Property," and shall obtain receipt for delivery.

c. **APPRAISAL.** Property owners shall have the right to have property appraised. This right may be waived by executing a waiver form, available from the agency. The property owner reserves the right to waive any or all rights granted under the Uniform Act and this Policies Statement. The Agency **MUST** inform the property owner of all rights granted under the Uniform Act **BEFORE** executing any waivers.

d. **CRITERIA FOR APPRAISALS.** Appraisals shall be written statements prepared independently and impartially by a qualified appraiser, setting forth an opinion of defined value of an adequately described property (platted and with a legal description) as of a specific date and supported by the presentation and analysis of relevant market information. Appraisals will vary in complexity, depending on the type, location, and size of the property to be acquired, but shall at a minimum, contain all items described in the Uniform Act implementing regulations, which are hereby referenced as part of this document and are available at the Agency office(s).

e. **QUALIFICATIONS FOR APPRAISERS.** Appraisers shall be Georgia licensed real estate appraisers, according to state law, and shall meet all other requirements described in the Uniform Act implementing regulations.

f. **APPEALS PROCEDURES.** Appeals shall be reviewed promptly and in accordance with applicable law. Any aggrieved person may file a written appeal with the Agency in any case in which the person believes that the Agency has failed to properly implement all regulations and requirements of the Act, or failed to offer fair market value for the property to be acquired. All written appeals shall be considered by the Agency, provided they are filed within 60 days of the Agency's Offer of Sale. A person has the right to be represented by legal counsel or other representative in connection with the appeal, but solely at the person's expense. The Agency shall permit a person to inspect and copy all materials pertinent to the appeal, subject to reasonable conditions imposed on the rights to inspect (i.e.; inspections to be conducted only during normal business hours). In deciding an appeal, the Agency shall consider all pertinent justification and other material submitted by the person, and all other available information that is needed to ensure a fair and full review of the appeal. Promptly after receipt of all information submitted by a person in support of an appeal, the Agency shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. If the full relief requested is not granted, the Agency shall advise the person of his or her right to seek judicial review. The agency official conducting the review of the appeal shall be either the head of the agency or his or her authorized designee. However, the official reviewing the appeal shall not have been directly involved in the appealed action. If the Agency has only one employee, the agency shall name a committee to made up of an appropriate cross-section of local citizens or elected officials or both to hear the case.

g. **REVIEW APPRAISAL.** Complex appraisals (those on property whose value exceeds \$10,000.00) shall be reviewed for conformance with applicable appraisal requirements. Before acceptance of Fair Market Value as established by appraisal, the review appraiser will determine that the appraiser's documentation, including valuation data and analyses of that data, support the appraiser's opinion of value. Appraisals will be subject to revision if the reviewer has valid objections to the method or amount of valuation. The review Appraiser's certification of the recommended or approved value shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation for approval. Any damages or benefits to any remaining property shall also be identified in the statement. Review appraisers shall meet all qualifications of appraisers as described above.

h. ALTERNATIVE METHODS OF VALUATION. The Agency may determine through knowledge of area market values that the property to be acquired has value of less than \$10,000.00. In these cases, the Agency may seek an agreement with the property owner that value be established by method other than a formal appraisal. These cases may be turned over to qualified persons who are familiar with local real estate market conditions. These types of property valuation shall be based on measurable data, such as comparable sales or previous appraisals, and shall be reviewed by a competent, knowledgeable reviewer who is also familiar with local market conditions. The property owner reserves the right to reject such a method of valuation and insist on a full appraisal should the valuation by such method be unacceptable.

i. ESTABLISHMENT OF JUST COMPENSATION. Before initiation of negotiations, the Agency shall establish an amount which it believes to be just compensation for the property, which shall not be less than the fair market value as established by appraisal, review appraisal, or other method of valuation agreed upon by the Agency and property owner. Promptly thereafter, the Agency shall make a written offer to the owner to acquire the property for the full amount believed to be just compensation.

j. SUMMARY STATEMENT. Along with the initial written purchase offer, the owner shall be given a written statement of the basis of the offer of just compensation which shall include:

1. A statement of the amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and the damages, if any, to the remaining property shall be separately stated.

2. A description and location identification of the real property and the interest in the real property to be acquired.

3. An identification of the buildings, structures, and other improvements which are considered to be part of the real property for which the offer of just compensation is made. Where appropriate, the statement shall identify any separately held ownership in the property (e.g., a tenant-owned improvement), and indicate that such interest is not covered by the offer.

k. BASIC NEGOTIATION PROCEDURES. The Agency shall make reasonable efforts to contact the owner or owner's representative and discuss its offer to purchase, including the basis for the offer of just compensation. The Agency shall explain the basic acquisition policies and procedures that apply, and the owner shall be given reasonable opportunity to consider the offer and present material which the owner believes is relevant to determining the value of the property and to suggest modifications to the proposal.

If information presented by the owner, or a material change in the character or condition of the property, indicates the need for new appraisal information, or if a significant delay has occurred since the time of appraisal of the property and it is possible that an increase in property value has occurred, the Agency shall have the appraisal updated or obtain a new appraisal. If the latest appraisal information indicates that a change in the purchase offer is warranted, the Agency shall promptly reestablish just compensation and offer the new amount to the owner in writing.

l. COERCIVE ACTION. The Agency shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property.

m. ADMINISTRATIVE SETTLEMENT. The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and an authorized Agency official approves such administrative settlement as being reasonable, prudent, and in the public interest. A written justification explaining the basis for the settlement (e.g., recent court awards exceeding the Agency's testimony to value, estimated trial costs exceed the amount of administrative settlement, valuation method not appropriate) shall be included in the Agency's file. Appraisers and review appraisers must not be pressured to adjust their estimate of value for the purpose of justifying a settlement, as such action would invalidate the appraisal process.

n. PAYMENT BEFORE TAKING POSSESSION. The Agency shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court an amount equal to the Agency's approved fair market value of the property, before requiring the owner to surrender possession of the property. In exceptional circumstances (e.g. immediate threat to the community), with prior approval of the owner, the Agency may obtain a right-of-entry for construction purposes before making payment available to the owner.

o. UNECONOMIC REMNANT. If the acquisition of only a portion of a property would leave the owner with an uneconomic remnant, the Agency shall offer to acquire the uneconomic remnant along with the portion of the property needed for the project. For purposes of this requirement, "uneconomic remnant" means a parcel of property in which the owner is left with an interest after the partial acquisition of the owner's property, which has little or no value or utility to the owner, as determined by the Agency.

2. a. CONDEMNATION PROCEDURES. Should the Agency and property owner fail to come to an agreement on a fair market value for the property to be acquired, the Agency shall reserve the right to institute condemnation proceedings under the power of eminent domain. The Agency shall promptly place the amount of just compensation in trust with the court until such time as the Special Master makes his ruling, or until jury trial is complete and final amount of just compensation is established. The owner reserves the right to appeal the decision of the Special Master, or to insist upon jury trial to establish the amount of just compensation to be awarded. Friendly condemnations, in order to secure marketable title to the property shall be instituted by the Agency when appropriate, and all normal rules of condemnation shall apply.

3. a. CERTAIN LITIGATION EXPENSES. The owner of the real property shall be reimbursed for any reasonable expenses, including reasonable attorney, appraisal, and engineering fees, which the owner actually incurred because of a condemnation proceeding, if:

- The final judgment of the court is that the Agency cannot acquire the property by condemnation; or
- The condemnation proceeding is abandoned by the Agency other than under an agreed upon settlement; or
- The court having jurisdiction renders a judgment in favor of the owner in an inverse condemnation proceeding or the Agency effects a settlement of such proceeding.

4. a. EXPENSES INCIDENTAL TO TRANSFER OF TITLE TO THE AGENCY. The owner of the real property shall be reimbursed for all reasonable expenses the owner necessarily incurred for:

- Recording fees, transfer taxes, documentary stamps, evidence of title, boundary survey and legal description, and similar expenses incidental to conveying the real property to the Agency. However, the Agency is not required to pay costs solely required to perfect the owner's title to the property.
- Penalty costs and other charges for prepayment of any preexisting mortgage entered into in good faith encumbering the real property.
- The pro rata portion of any prepaid property taxes which are allocable to the period after the Agency obtains title to the property or effective possession of it, whichever is earlier.

b. Whenever feasible, the Agency shall pay for the incidental expenses directly so that the owner will not have to pay such costs and then seek reimbursement for the Agency. To avoid duplicate expenditures, the property owner shall be informed early in the acquisition process of the Agency's intent to make such arrangements.

5. a. DONATIONS. An owner whose real property is to be acquired may, AFTER BEING FULLY INFORMED BY THE AGENCY OF THE RIGHT TO RECEIVE JUST COMPENSATION FOR SUCH PROPERTY, donate such property or any part thereof, any interest therein, or any compensation paid therefor, to the Agency as such owner shall determine. The Agency must obtain an appraisal of the real property unless the owner, in writing, releases the Agency from such obligation, or as provided in Paragraph 1.h., the valuation problem is uncomplicated and the fair market value does not exceed \$10,000.00. Whenever Agency acquires property under this provision, IT MUST OBTAIN THE WRITTEN CONSENT OF THE OWNER. Such consent must indicate that the owner understands that under the Uniform Act, he or she cannot be required to sell or donate the real property to the Agency for less than fair market value. The owner reserves the right to waive any or all provisions of these policies. However, all provisions contained herein MUST BE CLEARLY EXPLAINED AND PRESENTED TO THE PROPERTY OWNER AND RECEIPT OF SUCH PRESENTATION MUST BE CONTAINED IN THE AGENCY'S FILE.

Adopted this _____ day of _____, 2013.

By: _____
Mayor

Attest: _____
Clerk

(SEAL)

MEMORANDUM

TO: Rob Wilmot, City Attorney
City Attorney

FROM: Bob Roberson
Bob Roberson and Associates, Inc.

SUBJECT: Easement Acquisitions-CDBG Project

DATE: May 29, 2013

I am attaching draft documents for your use in utility easements for the Tifton CDBG project.

A sample letter is provided that should be placed on your letterhead. The letter should be sent certified mail or hand-delivered. If hand-delivered, an acknowledgement of receipt signed by the propertyowner should be obtained. The brochure, *When a Public Agency Acquires Your Property*, should be enclosed with the letter.

A set of Property Acquisition Standards applicable to this project is attached. These should be adopted by the City Council. These regulations allow you to negotiate upward from appraised value, increasing the offer if necessary. The amount by which you may exceed appraised value is the amount that you determine as all of the costs that the city would incur in a condemnation proceeding.

I have normally used per square foot value as determined by the County tax assessor, in lieu of formal appraisal as the basis for valuing easements. However, the regulations provide that an owner may insist upon a formal appraisal. The most recent formal utility easement appraisal work we had done was by Halstead. He valued sewer easements at 40 percent of market value.

Georgia DCA will monitor acquisition files for compliance with the federal acquisition regulations. Each individual file should contain the offer to purchase letter, evidence that the letter was received by the property owner, the executed deed, and a copy of the check.

Should you have questions or require additional assistance from our office, please advise.

SAMPLE

April 17, 2013

Gregory and Jocelyn Walker
P.O. Box 5474
Sylvester, Georgia 31791

Dear Mr. and Ms. Walker:

This letter is to advise you of the City of Sylvester's interest in acquiring a permanent easement on property owned by you and identified on the attached plat. The easement contains a total of 631 square feet. This easement acquisition is necessary as part of a water and sewer system improvements project for which the city has received federal grant funding. A brochure entitled "When a Public Agency Acquires Your Property," which details the city's procedure for acquiring property is enclosed for your information. In general, property owners are entitled to receive fair market value for property, but may donate property if they so desire.

In calculating the value of the easement, we have utilized the per square foot market value of the property as determined by the Worth County Board of Tax Assessors. The total value of the easement based upon this value is \$220.85. The City of Sylvester submits an offer to purchase to you for this amount.

Please contact me at telephone number 776-6981 as the city is would like to complete this transaction and begin construction as soon as possible.

Sincerely,

Norman Crowe
City Attorney

Enclosure

WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY

**U.S. Department of Housing
and Urban Development**
Office of Community Planning
and Development

www.hud.gov/relocation

Introduction

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

Will I Have A Chance To Talk To The Appraiser?

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

How Soon Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the

title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Closing Costs?

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency:

Address:

Office Hours:

Telephone Number:

Person to Contact:

TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Rob Wilmot, City Attorney
DATE: 06/19/2013
DEPARTMENT:
SUBJECT: Golf Cart Ordinance



DATE: 06/20/2013
Workshop Meeting (x)
Regular Meeting ()
Called Meeting ()

EXECUTIVE SUMMARY

The attached is an amended ordinance providing for golf carts.

PROPOSED ACTION

Resolved that said ordinance shall be approved.

SUPPORTING INFORMATION

Background Information

- See attached.

Financial Implications

Pros and/or Cons

- To be determined during Council discussion.

Article IV. - MOTORIZED CARTS

Sec. 78-151. – Findings; Definitions.

Sec. 78-152. - Registration.

Sec. 78-153. - Revocation.

Sec. 78-154. - Transfer

Sec. 78-155. - Operation regulations.

Sec. 78-156. - Equipment.

Sec. 78-157. – Liability.

Sec. 78-158. - Penalties.

Sec. 78-159. - Vehicle for hire.

Sec. 78-151. – Findings; Definitions.

The Tifton City Council finds that the municipal streets located within the corporate limits of the city, other than the streets hereinafter specifically excepted, are designed and constructed so as to safely permit their use by Motorized carts (as hereinafter defined) in combination with regular vehicular traffic.

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

Driver means the person driving and having physical control over a Motorized Cart.

Motorized cart means any motor vehicle that has no less than three wheels, capable of a maximum level ground speed of less than 20 miles per hour with a maximum gross vehicle unladen or empty weight of 1,300 pounds, and is commonly referred to as golf carts. Specifically excluded from this definition are those motorized conveyances commonly referred to as ATVs (including four-wheelers, mules, gators) and mobility aids.

Owner means the person holding title to the motorized cart or who has a majority ownership interest of the motorized cart.

Parking area means those areas accessible to the public by motor vehicular traffic and which are designated for the temporary parking of motor vehicles, usually in places referred to as parking lots.

Authorized Street means the public roadways of the city by whatever name (e.g., road, alley, avenue, highway, route, boulevard, etc.) that:

- (1) Has a posted speed limit of 35 miles per hour or less;
- (2) Provides for no more than one lane of vehicular traffic per direction;
- (3) Is not designated as part of either the state or federal highway system;
- (4) Has not been designated as an Unauthorized Street by ordinance or resolution by the City Council.

Unauthorized Street means the public roadways of the city by whatever name (e.g., road, alley, avenue, highway, route, boulevard, etc.) that has been designated by the City Council by ordinance or resolution as an unauthorized street.

Sec. 78-152. - Registration.

Before any motorized cart may be operated over an authorized street or parking area of the city it shall be registered with and inspected by the Tifton Police Department. If the motorized cart is compliant with local and State law, then a decal shall be issued from that department signifying its registration. The registration requirements include the following specifics:

- (1) Only those persons 18 years of age or older may register a motorized cart;
- (2) The person registering the motorized cart is the Owner of the motorized cart.
- (3) The decal received from the Tifton Police Department upon registration shall be attached and displayed upon the motorized cart so as to be plainly visible.
- (2) The registration application shall be made on a form supplied by the City and shall contain the following information:
 - a. Name and address of owner.
 - b. Model, make, name and motorized cart identification number.
 - c. Current driver's license number of owner and all authorized drivers.
 - d. Such other information which the City may require.
- (3) The registration application shall be accompanied by a fee of \$15.00.
- (4) The registration application shall be accompanied by evidence of personal liability insurance coverage consistent with the minimum requirements of Georgia law for operational motor vehicles.
- (5) The registration shall be effective until such time as revoked or the motorized cart is transferred to a new owner. If the registered owner transfers ownership of the motorized cart, the registered owner must notify the Tifton Police Department of the transfer.

- (6) It shall be the Owner of the motorized carts responsibility to ensure the information on the application remains current and accurate.

The Tifton City Council may, at its discretion, waive registration requirements for city sponsored special events of a limited duration.

Sec. 78-153. - Revocation.

The registration permit may be revoked if:

- (1) The permit holder no longer has a valid driver's license.
- (2) The owner or driver of a motorized cart fails to abide by the rules and regulations of this article.
- (3) The owner or driver of a motorized cart fails to abide by the traffic laws in the use of a motorized cart on an Authorized Street or parking area.

Sec. 78-154. - Transfer.

Upon transfer of ownership of the motorized cart to a person who intends to operate it over the Authorized Streets and parking areas, the new owner must register the motorized cart as outlined hereinabove in section 78-152. Such registration by the new owner must occur within ten days of the transfer of ownership.

Sec. 78-155. - Operation regulations.

- (a) It shall be unlawful to operate a motorized cart on any street within the city of Tifton that is not an Authorized Street.
- (b) Only those persons who hold a valid motor vehicle driver's license and who are on the approved driver's list provided by the owner to the Tifton Police Department at the time of registration may drive a motorized cart on the Authorized Streets and parking areas of the city.
- (c) All drivers of motorized carts shall abide by all traffic regulations applicable to vehicular traffic when using the Authorized Streets and parking areas of the city.
- (d) A motorized cart shall not be operated on the sidewalks at any time.
- (d) A motorized cart may be operated over those Authorized Streets and parking areas only during daylight areas unless such motorized cart is equipped with functional headlights, taillights and turn signals.
- (f) Every driver of a motorized cart shall be granted all the rights and shall be subject to all of the rules of the road and duties applicable to the driver of any other vehicle under this chapter except as to special regulations in this

article and to those provisions of this chapter which by their nature can have no application.

- (g) All motorized carts are entitled to a full use of a lane on the Authorized Streets and parking areas of the city and no motor vehicle shall be driven in such a manner as to deprive any motorized cart of the full use of a lane.
- (h) The driver of a motorized cart shall not overtake and pass in the same lane occupied by the vehicle being overtaken.
- (i) No driver shall operate a motorized cart between lanes of traffic or between adjacent lines or rows of vehicles.
- (j) The driver of a motorized cart operating on an Authorized Street may cross a multi-lane road only at a signalized intersection designated for such purpose.
- (k) The driver of a motorized cart operating on an Authorized Street may cross a state or federal route only at intersections that have been designated for such purpose by the Georgia Department of Transportation.
- (l) All laws and ordinances relative to alcohol and its use, including open container laws, which apply to traffic on the streets of the city shall also apply to drivers and occupants of motorized carts.
- (m) All drivers and passengers must remain seated at all times during the operation of the motorized cart. No person may sit on the driver's lap during the operation of the motorized cart.

Sec. 78-156. - Equipment.

Each motorized cart shall display an amber strobe light so as to warn approaching travelers to decrease their speed because of the danger of colliding with such vehicle. Such amber strobe light shall be mounted in a manner so as to be visible under normal atmospheric conditions from a distance of 500 feet from the front and rear of such vehicle.

Sec. 78-157. - Liability.

Nothing in this article shall be construed as an assumption of liability by the City of Tifton for any injuries to persons or property which may result from the operation of a motorized cart or by the failure of the city to revoke said permit.

Sec. 78-158. - Penalties.

Any person who violates the terms of this article shall be punished as follows:

In addition to whatever violations the driver of the motorized cart may be subject to pursuant to Georgia law and elsewhere found within the Code of

Ordinances and the City Charter, the registered owner of the motorized cart shall be subject to the following civil penalties:

- (1) For the first offense, a fine of not less than \$50.00; and, if not timely paid, revocation of the permit.
- (2) For the second offense, a fine of not less than \$100.00; and, if not timely paid, revocation of the permit.
- (3) For the third offense, the registration for the motorized cart shall be revoked. In the event the registration is revoked under this section, the motorized cart cannot thereafter be re-registered by the same owner or any family member for a period of two years. Further, such other penalties shall be applied as provided in the Code of Ordinances and City Charter in the sound discretion and judgment of the presiding Judge of the Municipal Court of the City of Tifton.

Sec. 78-159. - Vehicle for hire.

Under no circumstances whatsoever can a motorized cart be used as a vehicle for hire as such term is described and used in Chapter 90 of this code.



TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Rob Wilmot
DATE: 6/19/2013
DEPARTMENT: City Attorney's Office
SUBJECT: Ordinance Establishing Policy & Procedures for
Unsafe Dwellings, Buildings, Structures, or Properties

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

EXECUTIVE SUMMARY

Ordinance establishing procedures to properly secure and maintain: dwellings, buildings, structures, or properties; which are considered a nuisance or unsafe. The ordinance also establishes procedures to follow when property owners fail to comply with the required guidelines.

PROPOSED ACTION

Adoption of the proposed ordinance and procedures

SUPPORTING INFORMATION

Background Information

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 have updated procedures for handling unsafe or nuisance properties

Implementation

- Procedures will be enforced through environmental management/code enforcement office

ARTICLE III. NUISANCES
DIVISION 5
UNSANITARY, UNSAFE AND UNFIT BUILDINGS, DWELLINGS AND
STRUCTURES

Sec. 38-216 - Authority, scope and applicability.

Sec. 38-217. - Definitions.

Sec. 38-218. - Unsafe dwellings, buildings, structures, or properties.

Sec. 38-219. - Procedures and requirements to secure structures for up to three years.

Sec. 38-220. - Procedures and requirements temporarily to secure structures for up to sixty days pending compliance by demolition or repair.

Sec. 38-221. - Reoccupying a secured building or structure.

Sec. 38-222. - Inspection, complaint, hearing and order.

Sec. 38-223. - Failure to comply with order to repair or to demolish.

Sec. 38-224. - Demolition.

Sec. 38-225. - Lien on property.

Sec. 38-226. - Service of complaints, notices, orders and other filings.

Sec. 38-227. - Nuisance conditions on property.

Sec. 38-228. - Eminent domain.

Sec. 38-229. - Right to enter and inspect.

Sec. 38-230. - Powers of public officer.

Sec. 38-231. - Code of Georgia.

Sec. 38-232. - Injunctions.

Secs. 38-233 through 38-250 Reserved

Sec. 38-216. - Authority, scope and applicability.

(a) This chapter is enacted pursuant to the provisions of Title 41, Chapter 2, Sections 7 through 17, as amended, of the Official Code of Georgia Annotated. O.C.G.A. § 41-2-7 specifies the scope and purpose of this chapter. All powers and authorities granted to public officers and public authorities by the statute are hereby incorporated by reference so as to be assumed, delegated and granted pursuant to this chapter. The Mayor and City Council for the City of Tifton specifically finds that conditions of the character described in O.C.G.A. § 41-2-7 exist within the City of Tifton due to dwellings, buildings, structures or properties which are unfit for human habitation or for commercial, industrial, or business uses

due to dilapidation and not in compliance with applicable codes; which have defects increasing the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light or sanitary features; or where other conditions exist rendering such dwellings, buildings, structures or properties unsafe or unsanitary or dangerous or detrimental to the health, safety, or welfare, or otherwise inimical to the welfare of the residents of the City of Tifton; or which are vacant and being used in connection with the commission of drug crimes. Such dwellings, buildings, structures or properties are declared to be a public nuisance. Power is conferred upon the City of Tifton to exercise its police power to repair, close, or demolish the aforesaid dwellings, buildings, structures or properties as provided in this chapter.

(b) All the provisions of this chapter may also be applied to private property where there exists an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity. A finding by any governmental health department, health officer, public officer or City of Tifton Director of Environmental Management that such property is a health or safety hazard shall constitute prima-facie evidence that said property is in violation of this chapter.

(c) The provisions of this chapter shall apply to both residential and nonresidential property within the City of Tifton whether being occupied or not and whether being developed or not.

Sec. 38-217. - Definitions.

- (a) *Specific terms defined.* As used in this chapter, the following words, terms and definitions shall apply:
- (1) "Applicable codes" means (A) any optional housing or abatement standard as adopted by ordinance or operation of law, or other property maintenance standards as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property; (B) any fire or life safety code as provided for in Chapter 2 of Title 25 of the Official Code of Georgia Annotated (O.C.G.A.); and (C) any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in Chapter 2 of Title 8 of the Official Code of Georgia Annotated (O.C.G.A.) after October

1, provided that such building or minimum standard codes for real property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.

- (2) "Closing" means causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.
- (3) "Drug crime" means an act which is a violation of Article 2 of Chapter 13 of Title 16 of the Official Code of Georgia Annotated, known as the "Georgia Controlled Substances Act."
- (4) "Dwellings, buildings, or structures" means any building or structure or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. As used in this chapter, the term "dwellings, buildings, or structures" shall not mean or include any farm, any building or structure located on a farm, or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.
- (5) "Governing authority" means the Mayor and City Council of the City of Tifton, Georgia.
- (6) "Interested party" means:
 - a. Owner;
 - b. Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;
 - c. Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9;
 - d. Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the petitioner or records maintained in the Tift County Courthouse or by the clerk of the court. "Interested party" shall not include the holder of the benefit or burden of any easement or right of way whose interest is properly recorded which interest shall remain

unaffected; and

e. Persons in possession of said property and premises.

- (7) "Municipal court" means the Municipal Court of Tifton, Georgia.
- (8) "Owner" means the holder of the title in fee simple and every mortgagee of record.
- (9) "Public authority" means any member of a governing authority, any housing authority officer, or any officer who is in charge of any department or branch of the government of the City of Tifton, or state relating to health, fire, or building regulations or to other activities concerning dwellings, buildings, or structures in the City of Tifton.
- (10) "Public officer" means the officer or officers who are authorized by O.C.G.A. §§ 41-2-7 through 41-2-17 and by this chapter to exercise the powers prescribed by this chapter or any agent of such officer or officers. For the purposes of this chapter the City Manager or his designee shall exercise the primary responsibilities prescribed by this chapter and shall be the "public officer" defined in O.C.G.A. § 41-2-8(10). The City of Tifton Director of Environmental Management, or his designees, is hereby designated as the public officer as defined herein.
- (11) "Repair" means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the jurisdiction where the property is located and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.
- (12) "Resident" means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose."

(b) *Definitions incorporated by reference.* To the extent not stated above, the definitions set forth in O.C.G.A. § 41-2-8 are incorporated herein by reference.

Sec. 38-218. - Unsafe dwellings, buildings, structures, or properties.

(a) *Duty of the owner of dwellings, buildings, structures or properties.* It is the duty of the owner of every dwelling, building, structure, or

property within the City of Tifton to construct and to maintain such dwelling, building, structure or property in conformance with applicable codes in force in the jurisdiction, or such ordinances which regulate and prohibit activities on property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure or property in violation of such codes or ordinances.

- (b) *Standards for determining unfitness for habitation of unsafe dwellings, buildings or structures.* The public officer may determine, under existing ordinances, that a dwelling, building or structure is unfit for human habitation or is unfit for its current commercial, industrial, or business use if he finds that conditions exist in such building, dwelling, or structure which are dangerous or injurious to the health, safety, or morals of the occupants of such dwelling, building or structure; of the occupants of neighborhood dwellings, buildings or structures; or of other residents of the City of Tifton. Such building, dwelling, or structure is illegal and shall be abated by repair, demolition, or qualify for a secured building status in accordance with this chapter. Such conditions may include the following without limiting the generality of the foregoing:
- (1) Any means of egress or portion thereof is not of adequate size or is not arranged to provide a safe path of travel in case of fire or panic.
 - (2) Any means of egress or portion thereof, such as, but not limited to, fire doors, closing devices and fire resistive ratings, which is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.
 - (3) The stress in any material, member or portion thereof, due to all imposed loads including dead load, exceeds the stresses allowed in the Georgia State Building Code for new buildings.
 - (4) The building, dwelling or structure or portion thereof has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the building or structure is less than it was prior to damage and is less than the minimum requirement established by the Georgia State Building Code for new buildings.
 - (5) Any exterior appendage or portion of the building, dwelling or structure that is not securely fastened, attached or anchored such that it is capable of resisting

wind, seismic or similar loads as required by the Georgia State Building Code for new buildings.

- (6) If for any reason the building, dwelling, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being used.
- (7) The building, dwelling, structure or portion thereof as a result of decay, deterioration or dilapidation is likely to fully or partially collapse.
- (8) The building, dwelling, structure or portion thereof has been constructed or maintained in violation of a specific requirement of the standard codes or of a city, county or state law.
- (9) Any building, dwelling, structure or portion thereof that is in such a condition as to constitute a public nuisance.
- (10) Any building, dwelling, structure or portion thereof that is unsafe, unsanitary or not provided with adequate egress, or which constitutes a fire hazard, or is otherwise a danger to human life, or which in relation to existing use constitutes a hazard to safety or health by reason of inadequate maintenance, disrepair, uncleanliness, structural defects, dilapidation, obsolescence, abandonment, or any defects to any building, structure or dwelling or portion thereof increasing the hazards of fire, accidents, or other calamities.

- (c) *Standards for determining unfitness for habitation dwellings, buildings or structure being used in connection with drug crimes.* The public officer may determine, under existing ordinances, that a dwelling, building or structure is vacant, dilapidated, and being used in connection with the commission of drug crimes upon personal observation or upon report of a law enforcement agency and evidence of drug crimes being committed.
- (d) *Property endangering the public health or safety.* Any property where there exists an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity is illegal and in violation of this chapter. A finding by any governmental health department, health officer, public officer or the City of Tifton Director of Environmental Management that such property is a health or safety hazard shall constitute prima-facie evidence that said property is in violation of this chapter.

Sec. 38-219. - Procedures and requirements to secure structures for up to three years.

The following procedures and requirements must be met in order to secure structures pending repairs.

- (1) It shall be unlawful for a building owner to secure or cause to be secured a building without first obtaining a secured structure permit from the public officer. The owner must apply for and be approved for a secured structure permit and pay the required fees in the amount established in _____ of this Code; and the public officer and/or building official shall then inspect such structure.
- (2) To qualify for secured status, the building must be structurally sound (walls and roof); otherwise, the secured structure permit will be denied.
- (3) The repairs needed to bring the structure into compliance with the Property Maintenance Code must not represent a cost that exceeds one-half of the fair market value of the structure as determined by the current ad valorem tax valuation or by an appraisal by a Georgia licensed appraiser. The property owner must provide, along with the application for a secured structure permit, a cost estimate for repairs and a valuation appraisal of the structure to the public officer for review and approval.
- (4) The property owner must provide, along with the application for a secured structure permit, a schedule of repairs subject to the review and approval of the public officer.
- (5) If the building is structurally sound, nonstructural interior portions (electrical wiring, plumbing, etc.) need not comply with appropriate codes while in secured status.
- (6) Building or structure must remain vacant while in secured status.
- (7) The Secured Structure Permit must be posted on the front of the building in a clearly visible location while the structure remains in secured status.
- (8) All utilities must remain turned off while in secured status unless otherwise approved by the Public Officer.
- (9) Building must be secured, windows and doors covered and secured in accordance with the requirements of the

International Property Maintenance Code.

- (10) The Public Officer shall notify the Police Chief and Fire Chief of buildings that have been approved for secured status by the issuance of a secured structure permit and also shall provide notification when the secured status permit has expired or has otherwise been revoked.
- (12) It shall be unlawful for any person to enter or be inside a secured building or structure, except for the owner or duly authorized agent. Any person violating any provision of this paragraph shall, upon conviction thereof, be punished as provided in section 1-11.
- (13) All secured structures must be maintained in a manner which minimizes the appearance of vacancy, including the prompt removal of graffiti.
- (14) All secured structures shall be maintained in a manner which does not create an unreasonable risk of fire, including the removal of weeds and the proper maintenance of grass areas which may constitute a fire hazard. No secured structure or portion thereof may be used for the storage of flammable liquids or other materials which would constitute a safety or fire hazard.
- (15) All secured structures including all adjoining yard areas shall be maintained free of debris, solid waste, combustible materials, litter, and garbage.
- (16) All exterior surfaces shall be applied with sufficient paint, stucco, or other finishes, in the same color or similar color as the adjoining areas, to weatherproof the vacant structure and to create a sufficient appearance of repair to deter unauthorized occupation.
- (17) It shall be unlawful for any person to remove securing material on a secured building or structure. Any person violating any provision of this paragraph shall, upon conviction thereof, be punished as provided in section 1-11.
- (18) The secured structure permit is valid for a period of 12 months from the issue date. The owner may make application for a secured structure permit for an additional 12 months. The owner must provide the documentation listed in (3) and (4) above along with the application and fee. The application for renewal shall be made no later than 30 days prior to the expiration of the

current secured structure permit. Renewal of the permit is subject to the approval by the Public Officer and upon denial of the application to renew, the property will be subject to immediate nuisance abatement action. The secured structure permit may be renewed twice for a total of 36 months subject to the approval of the Public Officer.

- (19) Periodic inspections of the structure and property will be performed by a code enforcement officer and/or building official. A report detailing the inspector's findings shall be included in the case file. If compliance with all of the requirements of this chapter is not present at the time of the inspection, enforcement action will be taken. In addition, the secured structure permit may be revoked by the Public Officer and nuisance abatement action initiated.
- (20) It shall be unlawful for the holder of the secured building/structure permit during the permit year to violate any of the provisions of paragraphs (1) through (19) above. Any person violating any provision of these paragraphs shall, upon conviction thereof, be punished as provided in section 1-11.

Sec. 38-220 - Procedures and requirements temporarily to secure structures for up to sixty days pending compliance by demolition or repair.

The following procedures and requirements must be met in order temporarily to secure structures or temporarily to restrict access to a property prior to demolition of a structure or obtaining a building permit for the reconstruction of the structure:

- (1) The Public Officer or the owner must have determined that the structure represents a hazard to life safety to the public and that such risk cannot be eliminated by affordable repairs as defined in Sec. 38-219(3).
- (2) It shall be unlawful for a building owner to secure or cause to be secured such a building without first obtaining a Temporary Secured Structure Permit from the Public Officer.
- (3) A Temporary Secured Structure Permit may be issued by the Public Officer for a maximum time period of 60 days prior to the repair or demolition of a structure which has been identified by the Public Officer as a nuisance. This temporary, short-term permit is for the purpose of

restricting access to a structure or site that may pose an immediate hazard to life safety.

- (4) The owner must obtain a Temporary Secured Structure Permit from the Public Officer for any structure that has been identified as a nuisance by the Public Officer so that the structure will remain secure until a building permit or demolition permit is issued and work has commenced on the repairs or demolition. Along with an application for a secured structure permit pending demolition or repair, the owner must provide to the Public Officer a schedule for repair or demolition and payment of the required fees in the amount established in Title 7 Article 10 of this Code.
- (5) The building must be secured, windows and doors covered and secured. If the condition of the building prevents securing of the windows and doors, the site must be fenced in order to deter unauthorized entry to the property.
- (6) All secured structures including all adjoining yard areas shall be maintained free of debris, solid waste, combustible materials, litter, and garbage.
- (7) The Temporary Secured Structure Permit must be posted on the front of the building in a clearly visible location while the structure remains in secured status.
- (8) It shall be unlawful for the holder of a Temporary Secured Structure Permit issued by the Public Officer, pending compliance by demolition, to violate any of the provisions in paragraphs (1) through (7) in this section. Any person violating these provisions shall, upon conviction thereof, be punished as provided in section 1-11.

Sec. 38-221. - Reoccupying a secured building or structure.

Before a building or structure can be reoccupied:

- (1) That portion of the building or structure that necessitated its closure must be brought into compliance with building/fire codes;
- (2) The building or structure must be re-inspected by the public officer and/or building official;
- (3) Approval of required plans, if applicable; historic preservation, if applicable; request and purchase of all required building permits, sub-trade permits, etc., as may

- be required, for compliance with construction codes.
- (4) No utilities shall be turned on until full compliance with construction codes (temporary service is permitted if necessary for construction work to bring building back in to compliance with construction codes).

Sec. 38-222. - Inspection, complaint, hearing and order.

- (a) Whenever a request is filed with the Director of Environmental Management by any public authority or by at least five residents of The City of Tifton or by the Director of Environmental Management on his own information charging that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer shall make an investigation or inspection of the specific dwelling, building, structure, or property.
- (b) If the public officer's investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer may issue a complaint in rem against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint to be served on the interested parties for such dwelling, building, structure or property. The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the interested parties; state with particularity the factual basis for the action; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the interested parties that a hearing will be held before the municipal court, at a date and time certain and at a place within the City of Tifton where the property is located. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint in the municipal court. The interested parties

shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(c) If, after such notice and hearing, the court determines that the dwelling, building, structure, or property in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state in writing findings of fact in support of such determination and shall issue and cause to be served upon the interested parties that have answered the complaint or appeared at the hearing an order:

(1) If the repair, alteration, or improvement of the said dwelling, building, structure or property can be made at a reasonable cost in relation to the present value of the dwelling, building, structure, or property requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling, building, structure or property so as to bring it into full compliance with the applicable codes relevant to the cited violation and, if applicable, to secure the structure so that it cannot be used in connection with the commission of drug crimes;

or

(2) If the repair, alteration, or improvement of the said dwelling, building, structure or property in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, structure, or property requiring the owner, within the time specified in the order, to demolish and remove such dwelling, building, or structure and/or all debris from the property. For purposes of this Code section, the court shall make its determination of reasonable cost in relation to the present value of the dwelling, building, structure or property without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair, alter, or improve a structure may be considered. Income and financial status of the owner shall not be factors in the

court's determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in Chapter 39A of Title 43 of the Official Code of Georgia Annotated, qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure or property shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the jurisdiction.

Sec. 38-223. - Failure to comply with order to repair or to demolish.

- (a) If the owner fails to comply with an order to repair or demolish the dwelling, building, structure, or property, the public officer may cause such dwelling, building, or structure to be repaired, altered, or improved or to be vacated and closed or demolished. Such abatement action shall commence within 270 days after the expiration of time specified in the order for abatement by the owner. Any time during which such action is prohibited by a court order issued pursuant to O.C.G.A. § 41-2-13 or any other equitable relief granted by a court of competent jurisdiction shall not be counted toward the 270 days in which such abatement action must commence. The public officer shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words:
- 'This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful.'
- (b) In addition, the placard shall bear the date posted, street address and number of the building involved and the signature of the director of the building inspection department. It shall thereafter be unlawful for any person to mutilate or remove such placard or for such building to be occupied until the required corrective action is taken.

Sec. 38-224. - Demolition

No person shall begin demolition until a permit for demolition has been obtained and all utilities have been cut off and capped at the street. The person who has secured the permit shall remove from the property all debris, trash, litter, rubbish, rubble and foundation exposed above the ground level; fill any excavation or other depressions to existing grade with clean dirt containing no more than 25 percent stone or masonry; and adequately slope and drain all filled areas as determined by the Director of Environmental Management.

Sec. 38-225. - Lien on property.

- (a) If the public officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The public officer and governing authority are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.
- (b) The amount of the costs of repair or demolition, including all court costs, appraisal fees, administrative costs incurred by the county tax commissioner, and all other costs necessarily associated with the abatement action, including but not limited to restoration to grade of the real property after demolition, shall be a lien against the real property upon which such cost was incurred.
- (c) The lien provided for in paragraph (b) above shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure, or demolition in the office of the clerk of superior court in the county where the real property is located and shall relate back to the date of the filing of the lis pendens notice required under this chapter. The clerk of superior court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property,

except liens for taxes to which the lien shall be inferior, and shall continue in force until paid.

- (d) Upon final determination of costs, fees, and expenses incurred in accordance with this chapter, the public officer responsible for enforcement actions in accordance with this chapter shall transmit to the county tax commissioner a statement of the total amount due and secured by said lien, together with copies of all notices provided to interested parties. The statement of the public officer shall be transmitted within 90 days of completion of the repairs, demolition, or closure. It shall be the duty of the county tax commissioner to collect the amount of the lien using all methods available for collecting real property ad valorem taxes, including specifically Chapter 4 of Title 48 of the Official Code of Georgia Annotated; provided, however, that the limitation of Code Section 48-4-78 which requires 12 months of delinquency before commencing a tax foreclosure shall not apply. A county tax commissioner shall collect and enforce liens imposed pursuant to this chapter in accordance with O.C.G.A. § 48-5-359.1. The county tax commissioner shall remit the amount collected to the governing authority of The City of Tifton.
- (e) Enforcement of liens pursuant to this section may be initiated at any time following receipt by the county tax commissioner of the final determination of costs in accordance with this chapter. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes. An enforcement proceeding pursuant to O.C.G.A. § 48-4-78 for delinquent ad valorem taxes may include all amounts due under this chapter.
- (f) The redemption amount in any enforcement proceeding pursuant to this section shall be the full amount of the costs as finally determined in accordance with this section together with interest, penalties, and costs incurred by the governing authority and/or county tax commissioner in the enforcement of such lien. Redemption of property from the lien may be made in accordance with the provisions of O.C.G.A. §§ 48-4-80 and 48-4-81.
- (g) The governing authority of the City of Tifton may waive and release any such lien imposed on property upon the owner of such

property entering into a contract with the City of Tifton agreeing to a timetable for rehabilitation of the real property or the dwelling, building or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

- (h) Where the abatement action does not commence in superior court, review of the court order requiring the repair, alteration, improvement, or demolition of a building, dwelling or structure shall be by direct appeal to the superior court under O.C.G.A. § 5-3-29.
- (i) In addition to the procedures and remedies in this chapter, the public officer or his designee may issue citations for violations of state minimum codes, optional building, fire, life safety, and other codes adopted by ordinance, and conditions creating a public health hazard and general nuisance, and seek to enforce such citations in a court of competent jurisdiction prior to issuing a complaint in rem as provided in this chapter.
- (j) Nothing in this chapter shall impair or limit in any way the power of The City of Tifton to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

Sec. 38-226. - Service of complaints, notices, orders and other filings.

- (a) Complaints issued by a public officer pursuant to this chapter shall be served in the following manner: At least 14 days prior to the date of the hearing, the public officer shall mail copies of the complaint by certified mail or statutory overnight delivery, return receipt requested, to all interested parties whose identity and address are reasonably ascertainable. Copies of the complaint shall also be mailed by first-class mail to the property address to the attention of the occupants of the property, if any, and shall be posted on the property within three business days of filing the complaint and at least 14 days prior to the date of the hearing.
- (b) For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's advertisements appear in such county once a week for two consecutive weeks prior to the hearing.

- (c) A notice of lis pendens shall be filed in the office of the clerk of superior court in the county in which the dwelling, building, or structure is located at the time of filing the complaint in the appropriate court. Such notice shall have the same force and effect as other lis pendens notices provided by law.
- (d) Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided in this Code section on any interested party who answers the complaint or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

Sec. 38-227. - Nuisance conditions on property.

Without limiting the generality of the provisions of section 3-13-3, paragraph (d), conditions constituting an endangerment to the health or safety of persons residing or working in the vicinity may include but are not limited to the following:

- (1) The generation of smoke or fumes in sufficient amounts to cause odor or annoyance to the inhabitants of The City of Tifton.
- (2) Maintaining a dangerous or diseased animal or fowl.
- (3) The external or outdoor storage or use of refrigerators, freezers, stoves, air conditioners, and any other appliances shall be unlawful, except for those appliances held in connection with a licensed commercial establishment operated in an appropriately zoned district, or the residential use of one such appliance operated externally by the residents of the premises. All such appliances permitted to be stored externally shall be of the type that does not close or lock automatically. Any person violating any provision of this subparagraph shall, upon conviction thereof, be punished as provided in section 1-11.
- (4) Stagnant water on premises.
- (5) An accumulation of weeds, trash, junk, filth, or other unsanitary and unsafe conditions that create a public health hazard or a general nuisance to those persons residing in the vicinity.
- (6) Any other condition constituting a nuisance under state law.

Sec. 38-228. - Eminent domain.

Nothing in this chapter shall be construed to prevent the owner of any property from receiving just compensation for the taking of such property by the power of eminent domain under the laws of the State of Georgia or to permit any property to be condemned or destroyed except in accordance with the police power of this state. Procedures under this chapter shall not constitute the exercise of the power of eminent domain by The City of Tifton.

Sec. 38-229. - Right to enter and inspect.

The public officer, or designee, or any person authorized to enforce this chapter, and any sworn officer of the police department shall be empowered to enter any property and structure at reasonable times to inspect the condition or work being performed thereon or therein.

Sec. 38-230. - Powers of public officer.

The public officer is hereby authorized to exercise the following powers in addition to the other powers granted and set forth in this chapter:

- (1) To investigate the dwelling conditions in The City of Tifton in order to determine which dwellings, buildings, or structures therein are unfit for human habitation or are unfit for current commercial, industrial, or business use or are vacant, dilapidated, and being used in connection with the commission of drug crimes;
- (2) To administer oaths and affirmations, to examine witnesses, and to receive evidence;
- (3) To enter upon premises for the purposes of making examinations; provided, however, that such entries shall be made in such a manner as to cause the least possible inconvenience to the persons in possession;
- (4) To appoint and fix the duties of such officers, agents, and employees as he deems necessary to carry out the purposes of this chapter; and
- (5) To delegate any of his functions and powers under the ordinance to such officers and agents as he may designate.

Sec. 38-231. - Code of Georgia.

Any reference to the Official Code of Georgia Annotated or O.C.G.A. shall include any amendment to a cited section as subsequently adopted.

Sec. 38-232. - Injunctions.

Any person affected by an order issued by the public officer may petition to the superior court for an injunction restraining the public officer from carrying out the provisions of the order, and the court may, upon such petition, issue a temporary injunction restraining the public officer pending the final disposition of the cause; provided, however, that such person shall present such petition to the court within 15 days of the posting and service of the order of the public officer. De novo hearings shall be heard by the court on petitions within 20 days. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require; provided however, that it shall not be necessary to file bond in any amount before obtaining a temporary injunction pursuant to O.C.G.A. § 41-2-13.

Secs. 38-233 through 38-250 Reserved



TIFTON CITY COUNCIL AGENDA ITEM

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



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

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 statutes and regulations in all programs and activities. It is our policy that no person 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.



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? _____



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.

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 in 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: _____



14 May, 2013

Re: Price increase for Laboratory services

Dear Valued Customer,

As you are aware, the City of Tifton operates a State of Georgia Certified Water and Wastewater Laboratory located at 80 Old Brookfield Road West. In order to provide the highest possible quality of service it has become necessary to pass along a price increase which will become effective on 1 July, 2013. The new pricing structure will simply reimburse the City of Tifton for the actual costs associated with performing the tests. While the City of Tifton makes every effort to manage the costs associated with the Laboratory, it should be noted that this is not a commercial scale laboratory, and in some instances our costs may exceed those of a commercial laboratory based simply on scale. Please note the new pricing schedule below:

Parameter	Old Price	New Price
BOD5	\$20.00	\$75.00
Ammonia	\$10.00	\$30.00
TSS/VSS	\$20.00	\$65.00
OrthoPhosphorous	\$20.00	\$30.00
Nitrate/Nitrite	\$27.00	\$30.00
Fecal Coliform	\$22.00	\$45.00
Conductivity	\$10.00	\$30.00

For your convenience, the following is a list of State Certified Laboratories that provide similar services:

Test America- 1-850-878-3994 Noel Savior, Project Manager

ASI- 1-770-734-4200 Nicole Crump, Project Manager

Altamaha Labs- 1-912-449-0999 Trey Pearson, Project Coordinator

ELS- 1-770-832-2171 Denny Ivey, Laboratory Manager

If you have any questions, please contact me at (912) 281-4186

Sincerely,

Scott Murphy
Project Manager, ESG Operations

**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	\$ -	
		<u>\$ 6,351,635.61</u>	<u>\$ 396,855.79</u>	<u>\$ 5,954,779.82</u>		

Calculated Savings Based on 3 Year Refinancing Agreement:		
Total Loan Per Current Amortization Schedule	\$ 10,501,306.00	Principal Plus Interest
Less: Payments to Date	<u>(1,050,000.00)</u>	
Current Remaining Loan Balance	9,451,306.00	
Less: Total Loan Per 3 Year Refinance	<u>(6,351,635.61)</u>	
Total Savings for 3 Year Refinance	<u>\$ 3,099,670.39</u>	

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	\$ -	
		<u>\$ 6,556,484.25</u>	<u>\$ 601,704.43</u>	<u>\$ 5,954,779.82</u>		

Calculated Savings Based on 5 Year Refinancing Agreement:		
Total Loan Per Current Amortization Schedule	\$ 10,501,306.00	Principal Plus Interest
Less: Payments to Date	<u>(1,050,000.00)</u>	
Current Remaining Loan Balance	9,451,306.00	
Less: Total Loan Per 5 Year Refinance	<u>(6,556,484.25)</u>	
Total Savings for 5 Year Refinance	<u>\$ 2,894,821.75</u>	

**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:

ATTEST:

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

Rona Martin
City Clerk

TIFTON CITY COUNCIL AGENDA ITEM



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:

ATTEST:

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

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



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

TO: Tifton City Council
FROM: Rona Martin
DATE: 06/11/2013
DEPARTMENT: City Clerk
SUBJECT: Motion to Amend Qualifying Fees



DATE: 6/20/13
Workshop Meeting (x)
Regular Meeting ()
Called Meeting (x)

EXECUTIVE SUMMARY

Qualifying fees for the November election were set on 1/17/2013 at \$225.00 for Council districts 1 & 2. The qualifying fee was set at \$225.00 which is incorrect. It should be \$239.42.

PROPOSED ACTION

Motion to adopt the amended fees for advertisement in the Tifton Gazette.

SUPPORTING INFORMATION

Background Information

Financial Implications

None

Pros and/or Cons

Implementation

Advertisement in the Tifton Gazette followed by a resolution issuing the notice of election on the Council agenda for July 1st.

TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Rona Martin
DATE: 06/11/2013
DEPARTMENT: City Clerk
SUBJECT: Resolution providing for Notice of Election



DATE: 6/20/13
Workshop Meeting (x)
Regular Meeting ()
Called Meeting ()

EXECUTIVE SUMMARY

The election for 2013 is to be held on November 5, 2013.

PROPOSED ACTION

Motion to adopt the amended fees for advertisement in the Tifton Gazette.

SUPPORTING INFORMATION

Background Information

Financial Implications

None

Pros and/or Cons

Implementation

Advertisement in the Tifton Gazette, followed by a resolution issuing the notice of election on the Council agenda for July 1st.

CITY OF TIFTON, GEORGIA

RESOLUTION NO. 2013-_____

[NOTICE OF ELECTION]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, ISSUING
A NOTICE OF ELECTION:**

For the election of two (2) City Council Members; and providing for said election.

Whereas, it is deemed necessary for the City Council to pass this Resolution in order to issue a Notice for the Election herein specified; and

Whereas, the City of Tifton has contracted with the Tift County Elections Office to provide and conduct all services with regards to elections; and

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

ELECTION

The City of Tifton, Georgia, shall hold an election on Tuesday, November 5, 2013 for the purpose of the election of City Council Members for District No.1 for a four (4) year term beginning January 1, 2014; and the election of a City Council Member for District No. 3 for a four (4) year term beginning January 1, 2014, all as approved by the Georgia General Assembly in its 1997 Session with regard to House Bill 1048 (the approval of a new City Charter).

QUALIFICATION PERIOD FOR CANDIDATES

Anyone eligible to run for such Council posts may qualify by filing notice of his or her candidacy with the City Clerk, Rona Martin, at Tifton City Hall, 204 N. Ridge Avenue, Tifton, Georgia, beginning at 8:30 a.m. on Monday August 26, 2013, and ending at 4:30 p.m. on Friday, August 30, 2013.

QUALIFYING FEE FOR CANDIDATES

Pursuant to the Georgia Municipal Election Code, candidates receiving compensation must pay a qualifying fee; therefore, the following qualification fee shall be paid at the time of qualifying: Council Post \$239.42.

RESOLVED this 1st day of July, 2013.

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

Attest:

Rona Martin, CMC
City Clerk

TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Rona Martin, City Clerk
DATE: 06/19/2103
DEPARTMENT: City Clerk's Office
SUBJECT: Alcoholic Beverage License #05174



DATE: 06/20/2013
Workshop Meeting (x)
Regular Meeting ()
Called Meeting ()

EXECUTIVE SUMMARY

A-1 Food Mart , located at 1005 12th Street E., is requesting an alcoholic beverage license for malt beverage package retail. Background checks on the owner and manage revealed no violations

PROPOSED ACTION

Staff recommends approval of this request.

SUPPORTING INFORMATION

Background Information

- See attached.

Financial Implications

- Cost of the application and license is a total of \$600.00.

Pros and/or Cons

- n/a

Implementation

n/a

CITY OF TIFTON, GEORGIA
RESOLUTION NO. 2013-____
[Issuance of a New Alcoholic Beverage License]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, WITH RESPECT TO ISSUANCE OF AN ALCOHOLIC BEVERAGE LICENSE BY THE CITY OF TIFTON, GEORGIA, TO **A-1 FOOD MART [APPLICANT]** FOR PREMISES LOCATED AT **1005 E. 12TH STREET**.

WHEREAS, it appears that the above referenced applicant has submitted a new application for the following described alcoholic beverage license for the above referenced location; and

WHEREAS, it appears to the satisfaction of the City Council, based upon said application and the investigation of city officials relative thereto, that the said applicant and location meet the requirements for the issuance of the alcoholic beverage license applied for, subject to compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, THAT:

-1-

The following described alcoholic beverage license application be and the same hereby is, granted [subject to the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and subject to compliance by the applicant as of the time of issuance thereof, as well as subsequent thereto, in all respects with the provisions, conditions, and requirements of Chapter 6 of the Code of Ordinances of the City of Tifton, Georgia]:

Alcoholic Beverage License Application No.: (05174)
Applicant Name: A-1 FOOD MART
Business Location: 1005 E. 12TH STREET
Type of License: MALT BEVERAGE PACKAGE RETAIL

Time Period of License: **2013**

-2-

The City Clerk issue to said applicant, upon compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and the payment of all fees relative thereto, an alcoholic beverage license as applied for in the Code of Ordinances of the City of Tifton.

Read and passed at a meeting of the City Council of the City of Tifton, Georgia, held on July 1, 2013.

Attest:

Rona Martin,
Clerk of the City of Tifton

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



TIFTON
The Friendly City



City Clerk's Office - Business Licensing Division
204 N. Ridge Avenue - P.O. Box 229 - Tifton, GA 31793-0229
(229) 382-6231 - Fax (229) 391-3990
Website: <http://www.tifton.net> Email: cityclerk@tifton.net

ALCOHOLIC BEVERAGE INFORMATION SHEET

Application: New (X) Renewal ()

Amended: _____ Reason: _____

Business Name: A-1-FOOD MART

Licensee Name: GHOUSIA BEGUM

Business Location: 1005 12th ST E TIFTON GA 31794

Owner/Manager's Name: _____

Type of License

- Malt Beverage Package Retail
- Malt Beverage Consumption Retail
- Distilled Spirits Consumption Retail
- Wine Package Retail
- Wine Consumption Retail

Business Mailing Address 1005 12th ST E (TIFTON GA 31794)
City TIFTON State GA Zip Code 31794
Telephone Number (229) 382-8493

This Information Sheet is on:

Signature Ghousia Begum Date _____

Owner (X) Manager ()

CITY USE ONLY			
Criminal History Record		No Record ()	See Attachment ()
The information submitted in the application has been investigated and/or reviewed by me and I recommend:			
Reasons For Denial: _____			
Signatures For Approval			
Chief of Police	<u>[Signature]</u>	Approval (X) Denied ()	Date <u>JUN 10 2013</u>
City Clerk	<u>[Signature]</u>	Approval (X) Denied ()	Date <u>6/12/13</u>
City Manager	<u>[Signature]</u>	Approval (X) Denied ()	Date <u>6-13-13</u>



City Clerk's Office - Business Licensing Division
 204 N. Ridge Avenue - P.O. Box 229 - Tifton, GA 31793-0229
 (229) 382-6231 - Fax (229) 391-3990
 Website: <http://www.tifton.net> Email: cityclerk@tifton.net

ALCOHOLIC BEVERAGE INFORMATION SHEET

Application: New Renewal ()

Amended: _____ Reason: _____

Business Name: A-1 Food Mart

Licensee Name: Carlae A. Turner

Business Location: 1005 East 12th St. Tifton, ga. 31794

Owner/Manager's Name: Ghousia Begum

Type of License

- Malt Beverage Package Retail
- Malt Beverage Consumption Retail
- Distilled Spirits Consumption Retail

- Wine Package Retail
- Wine Consumption Retail

Business Mailing Address 1005 East 12th St

City Tifton State ga Zip Code 31794

Telephone Number (229) 382-8493

This Information Sheet Is on:

Signature *Carlae A. Turner* Date _____

Owner () Manager

CITY USE ONLY

Criminal History Record No Record () See Attachment ()

The information submitted in the application has been investigated and/or reviewed by me and I recommend:

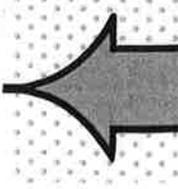
Reasons For Denial: _____

Signatures For Approval

~~James A. Smith~~ Chief of Police *D. Doldy* Approval () Denied () Date JUN 10 2013

Rona Martin City Clerk *Rona Martin* Approval () Denied () Date 6/12/13

Michael Vollmer City Manager *Tony D. Brien* Approval () Denied () Date 6-13-13





TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Rona Martin, City Clerk
DATE: 06/19/2103
DEPARTMENT: City Clerk’s Office
SUBJECT: Alcoholic Beverage License #04141

DATE: 06/20/2013
Workshop Meeting (x)
Regular Meeting ()
Called Meeting ()

EXECUTIVE SUMMARY

Del Sol Mexican Restaurant , located at 728 E. 5th Street, is requesting an amended alcoholic beverage license for malt & distilled spirits consumption retail. Mr. De La Paz currently holds a license for malt consumption and wishes to add distilled spirits consumption.

PROPOSED ACTION

Staff recommends approval of this request.

SUPPORTING INFORMATION

Background Information

- See attached.

Financial Implications

- Cost of the application and license is a total of \$1600.00 (this is for ½ year)
-

Pros and/or Cons

- n/a

Implementation

n/a

CITY OF TIFTON, GEORGIA
RESOLUTION NO. 2013-_____
[Issuance of an Amended Alcoholic Beverage License]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, WITH RESPECT TO ISSUANCE OF AN ALCOHOLIC BEVERAGE LICENSE BY THE CITY OF TIFTON, GEORGIA, TO **DEL SOL MEXICAN RESTAURANT** [APPLICANT] FOR PREMISES LOCATED AT **728 E. 5TH STREET**.

WHEREAS, it appears that the above referenced applicant has submitted a new application for the following described alcoholic beverage license for the above referenced location; and

WHEREAS, it appears to the satisfaction of the City Council, based upon said application and the investigation of city officials relative thereto, that the said applicant and location meet the requirements for the issuance of the alcoholic beverage license applied for, subject to compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, THAT:

-1-

The following described alcoholic beverage license application be and the same hereby is, granted [subject to the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and subject to compliance by the applicant as of the time of issuance thereof, as well as subsequent thereto, in all respects with the provisions, conditions, and requirements of Chapter 6 of the Code of Ordinances of the City of Tifton, Georgia]:

Alcoholic Beverage License Application No.: (04141)
Applicant Name: DEL SOL MEXICAN RESTAURANT
Business Location: 728 E. 5TH STREET
Type of License: MALT BEVERAGE CONSUMPTION RETAIL
Type of License: DISTILLED SPIRITS CONSUMPTION RETAIL

Time Period of License: **2013**

-2-

The City Clerk issue to said applicant, upon compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and the payment of all fees relative thereto, an alcoholic beverage license as applied for in the Code of Ordinances of the City of Tifton.

Read and passed at a meeting of the City Council of the City of Tifton, Georgia, held on July 1, 2013.

Attest:

Rona Martin,
Clerk of the City of Tifton

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



City Clerk's Office - Business Licensing Division
 204 N. Ridge Avenue - P.O. Box 229 - Tifton, GA 31793-0229
 (229) 382-6231 - Fax (229) 391-3990
 Website: <http://www.tifton.net> Email: cityclerk@tifton.net

ALCOHOLIC BEVERAGE INFORMATION SHEET

Application: New (✓) Renewal ()

Amended: yes Reason: Adding Distilled Spirits
 Business Name: Taqueria Del Sol
 Licensee Name: Hernan De La Poz
 Business Location: 728 E. 5TH St Tifton GA 31794
 Owner/Manager's Name: Hernan De La Poz

Type of License

- Malt Beverage Package Retail
- Malt Beverage Consumption Retail
- Distilled Spirits Consumption Retail
- Wine Package Retail
- Wine Consumption Retail

Business Mailing Address 728 E. 5TH St.
 City TIFTON State GA Zip Code 31794
 Telephone Number (229) 396-5085

This Information Sheet is on:

Signature Hernan De La Poz Date 05-09-13
 Owner (✓) Manager (✓)

CITY USE ONLY			
Criminal History Record		No Record (✓) See Attachment ()	
The information submitted in the application has been investigated and/or reviewed by me and I recommend:			
Reasons For Denial: _____			
Signatures For Approval			
Chief of Police	<u>Duddy Dordy</u>	Approval (✓) Denied ()	Date <u>MAY 31 2013</u>
City Clerk	<u>Rosa Martin</u>	Approval (✓) Denied ()	Date <u>6/7/13</u>
City Manager	<u>Larry B. Bine</u>	Approval (✓) Denied ()	Date <u>6-13-13</u>

TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Rona Martin, City Clerk
DATE: 6/3/2013
DEPARTMENT: City Clerk's Office
SUBJECT: Alcoholic Beverage License #05191



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

EXECUTIVE SUMMARY

L.W. Group of Georgia, LLC dba Sam's Grocery & Grill, located at 1405 U.S. Hwy 41 N. is requesting an alcoholic beverage license for malt & wine beverage package retail. A background check on the owner, Larryl A. Watson revealed no violations.

PROPOSED ACTION

Staff recommend approval of the alcoholic beverage license and resolution

SUPPORTING INFORMATION

Background Information

See attached

Financial Implications

Cost of the application fee and license is a total of \$1,100.00

Pros and/or Cons

n/a

Implementation

License will be issued after council approval

CITY OF TIFTON, GEORGIA
RESOLUTION NO. 2013-_____
[Issuance of New Alcoholic Beverage License]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, WITH RESPECT TO ISSUANCE OF AN ALCOHOLIC BEVERAGE LICENSE BY THE CITY OF TIFTON, GEORGIA, TO **L.W. GROUP OF GEORGIA, LLC, DBA "SAM'S GROCERY & GRILL** [APPLICANT] FOR PREMISES LOCATED AT **1405 U.S. HWY 41 N., TIFTON, GEORGIA, 31794.**

WHEREAS, it appears that the above referenced applicant has submitted a new application for the following described alcoholic beverage license for the above referenced location; and

WHEREAS, it appears to the satisfaction of the City Council, based upon said application and the investigation of city officials relative thereto, that the said applicant and location meet the requirements for the issuance of the alcoholic beverage license applied for, subject to compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, THAT:

-1-

The following described alcoholic beverage license application be and the same hereby is, granted [subject to the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and subject to compliance by the applicant as of the time of issuance thereof, as well as subsequent thereto, in all respects with the provisions, conditions, and requirements of Chapter 6 of the Code of Ordinances of the City of Tifton, Georgia]:

Alcoholic Beverage License Application No.: (05191)
Applicant Name: L.W. GROUP OF GEORGIA, LLC, dba "SAM'S GROCERY & GRILL
Business Location: 1405 U.S. Hwy 41 N.
Type of License: MALT BEVERAGE PACKAGE RETAIL
Type of License: WINE PACKAGE RETAIL

Time Period of License: **2013**

-2-

The City Clerk issue to said applicant, upon compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and the payment of all fees relative thereto, an alcoholic beverage license as applied for in the Code of Ordinances of the City of Tifton.

Read and passed at a meeting of the City Council of the City of Tifton, Georgia, held on

_____, 2013.

Attest:

Rona Martin,
Clerk of the City of Tifton

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



City Clerk's Office - Business Licensing Division
 204 N. Ridge Avenue - P.O. Box 229 - Tifton, GA 31793-0229
 (229) 382-6231 - Fax (229) 391-3990
 Website: <http://www.tifton.net> Email: cityclerk@tifton.net

ALCOHOLIC BEVERAGE INFORMATION SHEET

Application: New Renewal ()

Amended: _____ Reason: _____

Business Name: SAM'S GROCERY & GRILL

Licensee Name: LARRY A. WATSON

Business Location: 1405 U.S. HWY. 41 N.

Owner/Manager's Name: LARRY A. WATSON

Type of License

- Malt Beverage Package Retail
- Malt Beverage Consumption Retail
- Distilled Spirits Consumption Retail
- Wine Package Retail
- Wine Consumption Retail

Business Mailing Address P.O. BOX 1908

City TIFTON State GA Zip Code 31793

Telephone Number 229 382-0663

This Information Sheet is on:

Signature Larry A. Watson Date 05/30/13

Owner Manager ()

CITY USE ONLY			
Criminal History Record	No Record <input checked="" type="checkbox"/>	See Attachment ()	
The information submitted in the application has been investigated and/or reviewed by me and I recommend:			
Reasons For Denial: _____			
Signatures For Approval			
Chief of Police	<u>Buddy Doherty</u>	Approval <input checked="" type="checkbox"/> Denied ()	Date <u>JUN -4 2013</u>
City Clerk	<u>Rona Martin</u>	Approval <input checked="" type="checkbox"/> Denied ()	Date <u>6/6/13</u>
City Manager	<u>Larry P. Rinin</u>	Approval <input checked="" type="checkbox"/> Denied ()	Date <u>6-6-13</u>



TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Rona Martin, City Clerk
DATE: 06/19/2103
DEPARTMENT: City Clerk's Office
SUBJECT: Alcoholic Beverage License #05206

DATE: 06/20/2013
Workshop Meeting (x)
Regular Meeting ()
Called Meeting ()

EXECUTIVE SUMMARY

Verona's Italian Restaurant & Pizzeria , located at 212 Main Street, is requesting an alcoholic beverage license for malt beverage package retail. Background checks on the owner revealed no violations.

PROPOSED ACTION

Staff recommends approval of this request.

SUPPORTING INFORMATION

Background Information

- See attached.

Financial Implications

- Cost of the application and license is a total of \$600.00.

Pros and/or Cons

- n/a

Implementation

n/a

CITY OF TIFTON, GEORGIA
RESOLUTION NO. 2013-_____
[Issuance of a New Alcoholic Beverage License]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, WITH RESPECT TO ISSUANCE OF AN ALCOHOLIC BEVERAGE LICENSE BY THE CITY OF TIFTON, GEORGIA, TO **VERONA'S ITALIAN RESTAURANT & PIZZERIA** [APPLICANT] FOR PREMISES LOCATED AT **212 MAIN STREET**.

WHEREAS, it appears that the above referenced applicant has submitted a new application for the following described alcoholic beverage license for the above referenced location; and

WHEREAS, it appears to the satisfaction of the City Council, based upon said application and the investigation of city officials relative thereto, that the said applicant and location meet the requirements for the issuance of the alcoholic beverage license applied for, subject to compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, THAT:

-1-

The following described alcoholic beverage license application be and the same hereby is, granted [subject to the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and subject to compliance by the applicant as of the time of issuance thereof, as well as subsequent thereto, in all respects with the provisions, conditions, and requirements of Chapter 6 of the Code of Ordinances of the City of Tifton, Georgia]:

Alcoholic Beverage License Application No.: (05206)
Applicant Name: VERONA'S ITALIAN RESTAURANT & PIZZERIA
Business Location: 212 MAIN STREET
Type of License: MALT BEVERAGE CONSUMPTION RETAIL
Type of License: WINE BEVERAGE CONSUMPTION RETAIL

Time Period of License: **2013**

-2-

The City Clerk issue to said applicant, upon compliance by said applicant with the provisions of Chapter 6 of the Code of Ordinances of the City of Tifton and the payment of all fees relative thereto, an alcoholic beverage license as applied for in the Code of Ordinances of the City of Tifton.

Read and passed at a meeting of the City Council of the City of Tifton, Georgia, held on July 1, 2013.

Attest:

Rona Martin,
Clerk of the City of Tifton

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

15206



City Clerk's Office - Business Licensing Division
204 N. Ridge Avenue - P.O. Box 229 - Tifton, GA 31793-0229
(229) 382-6231 - Fax (229) 391-3990
Website: http://www.tifton.net Email: cityclerk@tifton.net

ALCOHOLIC BEVERAGE INFORMATION SHEET

Application: New (✓) Renewal ()

Amended: _____ Reason: _____
Business Name: Verona's Italian Restaurant + Pizzeria
Licensee Name: Veronica Cervantes
Business Location: 212 Main St.
Owner/Manager's Name: Veronica Cervantes

Type of License

- Malt Beverage Package Retail
- Malt Beverage Consumption Retail
- Distilled Spirits Consumption Retail
- Wine Package Retail
- Wine Consumption Retail

Business Mailing Address PO Box 501
City Omaha State GA Zip Code 31775
Telephone Number (229) 848-5270

This Information Sheet is on:

Signature Veronica Cervantes Date 6/11/13
Owner (✓) Manager ()

CITY USE ONLY		
Criminal History Record	No Record (✓)	See Attachment ()
The information submitted in the application has been investigated and/or reviewed by me and I recommend:		
Reasons For Denial: _____		
Signatures For Approval		
Chief of Police	<u>[Signature]</u> Approval (✓) Denied ()	Date <u>6-17-13</u>
City Clerk	<u>[Signature]</u> Approval (✓) Denied ()	Date <u>6/18/13</u>
City Manager	<u>[Signature]</u> Approval (✓) Denied ()	Date <u>6-20-13</u>

TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Rona Martin, City Clerk
DATE: 06/20/2013
DEPARTMENT: City Clerk's Office
SUBJECT: Board Report



DATE: 06/20/2013
Workshop Meeting (X)
Regular Meeting ()
Called Meeting ()

EXECUTIVE SUMMARY

Please see attached.

PROPOSED ACTION

General Discussion.

SUPPORTING INFORMATION

Background Information

Financial Implications

- None.

Pros and/or Cons

- We currently have a shortage of applications.

Implementation

Board Report 2013

June Workshop

Tifton Tree Board

Vacancy - term expiration 03/31/2013

Board application received by Glenda Fowler included in packet.

Keep Tift Beautiful

Replacement for J. D. Groover.

Historic Preservation Commission

Tom Call has resigned.

Tifton-Tift County Public Library-this board has a maximum of 4-3 year terms for a total of 12 years
William Kelley - term expiration 06/30/2013

Board applications received from Charles Styer, Carter Choate, Sr. and Glenda Fowler have previously been provided. We also have an application from Kathryn Young regarding the Tift Theatre Board.