

**OXFORD MAYOR AND COUNCIL**  
**REGULAR SESSION**  
**August 4, 2025 – 7:00 P.M.**  
**CITY HALL – 110 W. CLARK ST. OXFORD, GA 30054**  
**A G E N D A**

1. **Call to Order – Mayor David S. Eady**
2. **Motion to accept the Agenda for the August 04, 2025 Mayor and Council Regular Meeting.**
3. **Consent Agenda:**
  - a. \*Minutes of the City Council Regular Session on July 7, 2025
  - b. \*Minutes of the City Council Work Session on July 21, 2025
  - c. \*Minutes of the City Council Public Hearing on July 28, 2025
  - d. \*Minutes of the City Council Public Hearing on July 28, 2025
4. **Mayor's Report:**
5. **Citizen Concerns:**
6. **\*General Conditions Resolutions for the Community HOME Improvement Program (CHIP)**  
**Grant:** The City has received a \$500,000 grant for the rehabilitation of owner-occupied homes that are within the low-to-moderate income range. These documents are part of the agreement to accept these funds and begin this program.
7. **Vote to Pay COLA to Salaried Employees and to install Stacey Mullen as Acting City Clerk:**  
During the June 23, 2025 Council Meeting there was an Executive Session where the Council agreed to back date the Cost-of-Living Allowance (COLA) of 2.5% for our departing City Clerk and for the Chief of Police and City Manager (all salaried employees) to start on January 1, 2025. Procedurally, there was no vote in the ensuing open meeting and so there is a need to call a vote for this action. Likewise, there was no vote for Ms. Mullen. It is recommended that her salary be set at \$68,000 during her tenure as City Clerk and that she will return to an hourly employee (at the pay of \$29.66/hr. or \$61,692.80) after a new City Clerk is hired.
8. **\*Invoices:** Council will review the city's recently paid invoices over \$1,000.
9. **Executive Session:** An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.
10. **Adjourn**  
  
\*Attachments

*Individuals with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, are requested to contact City Hall at 770-786-7004 so as to allow the City to make reasonable accommodations for your concerns.*



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION  
MONDAY, JULY 07, 2025  
CITY HALL**

**ELECTED OFFICIAL PRESENT:**

David Eady- Mayor  
Laura McCanless- Councilmember  
Mike Ready- Councilmember  
George Holt- Councilmember  
Jim Windham- Councilmember  
Jeff Wearing- Councilmember  
Erik Oliver- Councilmember

**APPOINTED/STAFF PRESENT:**

Bill Andrew- City Manager  
Stacey Mullen- Deputy/Interim City Clerk  
Mark Anglin- Police Chief  
David Strickland- City Attorney

**OTHERS PRESENT:** Anderson Wright, Alexa Devetta

1. The meeting was called to order by the Honorable David Eady, Mayor.
2. Jeff Wearing made a motion to accept the agenda for July 07, 2025, Mayor and Council Regular Meeting. Mike Ready seconded the motion. The motion was approved unanimously (7/0). (Attachment A)
3. Laura McCanless made a motion to accept the Consent Agenda. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).
4. **Mayor's Report**  
Mayor Eady expressed his gratitude to staff, The Oxford Lions Club and the volunteers for their role in organizing the annual Oxford July Fourth Parade. He thought the parade was a success.

Erik Oliver mentioned a concern about a parade participant on a float using a water cannon, spraying the crowd without warning or consent. Mayor Eady also disapproved of this use, even if the water cannon is sprayed in the air, due to the concern of the crowd being subjected to unwanted water exposure. Mayor Eady advised that any feedback regarding improvements for next year's parade should be discussed at the committee

meeting on Wednesday, July 09, 2025, and could be revisited at the next Work Session scheduled for Monday, July 21, 2025.

**5. Citizen Concerns**

Mr. Patel, the property owner of a development at East Metro Parkway and Cook Rd, expressed concern about the sewer moratorium and its negative impact on his business. He informed the Council that the project began more than two years ago and that there was no indication of a sewer moratorium when his permits were approved by Newton County. Citing his lack of prior knowledge and the potential risk to his business, Mr. Patel requested that the Council consider granting a waiver from the suspension, further adding that his development would have a minimal impact on sewer capacity, as it includes only one restroom.

**6. Discussion of the Council Chambers Audio/Visual Upgrade Project (Attachment B)**  
**Mike Ready made a motion to accept the bid from HDI Pros with the intent of engineering their proposed cost of \$176,000 down to the City's operating budget amount of \$150,000 for the upgrade. Erik Oliver seconded the motion.**

Discussion:

Laura McCanless suggested that partnering with NetPlanner for the upgrade might be a better fit, given their experience with smaller classroom size projections and the similarity between the city's space and a lecture hall. Mike reiterated his view that HDI Pros was the stronger of the two candidates and noted that Ms. McCanless' input could still be shared with HDI Pros for consideration during the upgrade process. Mayor Eady acknowledged that the council could revisit the decision if the partnership with HDI Pros did not provide a satisfactory result.

Bill Andrew was directed to work with the Ad Hoc committee- including Jim Windham and Mike Ready, as well as the City's consultants to engage with HDI Pros to develop a value engineered proposal to be presented at the Work Session on July 21, 2025, if a proposal has been completed at that time.

**The motion was approved unanimously (7/0).**

**7. Update to the Discussion for the Management of the Oxford Cemetery**  
(Attachment C)

**A motion was made by Laura McCanless to approve the draft letter to the Oxford Historical Foundation. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

**8. Discussion of the Renewal of the Sewer Moratorium for New Connections in the Turkey Creek Basin (Attachment D)**

**A motion was made by George Holt to move the agenda item to be discussed in**

**Executive Session. Mike Ready seconded the motion. The motion was approved unanimously (7/0).**

**9. Invoices** (Attachment E)

The Mayor and City Council reviewed the invoices paid in June 2025 for \$1000 or more.

Mayor Eady announced to the audience that anyone wishing to address the Council regarding citizen concerns was welcome to do so, noting that additional attendees had arrived after the agenda item had been discussed earlier in the meeting.

Anderson Wright, a member of the Oxford Historical Cemetery Foundation, voiced his concern about the agenda item involving the Council's consideration of assuming full responsibility and management of the Oxford Historical Cemetery.

In response, Mayor Eady stated that the Council believed the city would be better equipped to manage the cemetery's upkeep, including restoration efforts and overall perpetual care. He further stated that the Foundation was originally established during a time when the city lacked the resources to provide the required support, so the citizens stepped up and formed a committee to take on those responsibilities. Today, the City has the capacity to provide the required care, and the Council believes that placing the Cemetery under City management will better serve the community. Mayor Eady also added that a draft letter was discussed by the Council, as well as a memorandum to the Foundation. In addition, the draft letter contained what he expressed and was approved earlier in the meeting to be signed by him.

David Strickland confirmed that Mayor Eady's description was a fair representation.

Anderson Wright explained that the Foundation is currently addressing some of the concerns regarding restoration at the cemetery, but those matters are not being publicized. He then requested the opportunity to speak with the executive board members of the Foundation regarding the matter.

Mayor Eady agreed to allow Mr. Wright to meet with the executive board to respond to the letter and to place the matter on the agenda for further discussion during the upcoming Work Session scheduled for July 21, 2025.

**10. Executive Session**

**Jim Windham made a motion at 7:27 PM to go into Executive Session to discuss**



land acquisition and potential litigation. Jeff Wearing seconded the motion. The motion was approved (7/0).

Jim Windham made a motion to exit Executive Session at 8:26 PM. Mike Ready seconded the motion. The motion was approved (7/0).

A motion was made by Erik Oliver to renew the Sewer Moratorium for New Connections in the Turkey Creek Basin. Jim Windham seconded the motion. The motion was defeated with two votes in favor and 5 opposed.

**11. Adjourn**

A motion was made by Jim Windham to adjourn the meeting at 8:27 PM. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).

Respectfully submitted,

Stacey Mullen  
Deputy/Interim City Clerk



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING**  
**WORK SESSION**  
**MONDAY, JULY 21, 2025 – 6:30 PM**  
**CITY HALL**  
**DRAFT**

**ELECTED OFFICIALS PRESENT:**

David Eady- Mayor  
Mike Ready- Councilmember  
Erik Oliver- Councilmember  
George Holt- Councilmember  
Jim Windham- Councilmember  
Jeff Wearing- Councilmember

**APPOINTED/STAFF PRESENT:**

Stacey Mullen- Deputy City Clerk  
Bill Andrew- City Manager  
Mark Anglin- Police Chief  
David Strickland- City Attorney  
Jody Reid- Supervisor of Utilities &  
Maintenance

Not Present: Laura McCanless Councilmember

OTHERS PRESENT: Marcia & Don Floyd, Anderson Wright, Jane Fadeley, Laura Gafnea of Oxford College.

**1. Mayor's Announcements:**

Mayor Eady addressed the Council about the need to reestablish rules and order during the meetings. He highlighted the importance of maintaining equity during discussions and advised that he would be encouraging more discipline moving forward. This includes requiring speakers to take turns and limiting speaking time to two minutes or less. In addition, he will recognize those who wish to be heard by verbal request or show of hands.

**2. Committee Reports:**

Bill Andrew announced to the Council that the City would be advertising a property tax increase. Although the millage rate will remain unchanged at 5.444 mills, state law requires the City to publish what the rollback rate will be. He further stated that to maintain the rate of 5.444 represents a 9.14% increase over the rollback rate. If the council decided to go down to the millage rate for the rollback it would be 4.988.

Based on the rise in the overall tax digest- essentially 9% growth in property values, leaving the millage rate at the current rate of 5.444 is considered a tax increase by state law and must be advertised as such.

To comply with legal requirements, the City will hold three public hearings. Two scheduled hearings for Monday, July 28, 2025 at 9 AM and 6 PM, and the third and final hearing scheduled on August 4, 2025 at 6 PM before the regular session council meeting at 7 PM.

David Strickland provided the Council with an update on the encroachment letters. He announced that the first seven letters have been drawn out by Robert Jordan of Jordan Engineering Services and will be mailed out to recipients within the next business day.

Bill Andrew added that the decision was made to record the encroachments. The letters will be issued to inform the recipients of the recording of the encroachments, with the intentions for property owners to initiate the necessary steps within an appropriate timeframe.

Mayor Eady explained that notifying property owners of recorded encroachments serves as formal acknowledgement that the encroachment exists. Such documentation helps ensure the information is disclosed to future buyers, even if it is not revealed in a title search.

Erik Oliver asked whether the notified property owners are currently required to remove the encroachments.

David Strickland clarified that the Council does not require any action at this time. The purpose is to provide awareness of the encroachment to the property owners. Since the plats are already recorded as public record, they serve as constructive notice if the property is refinanced or sold.

Mayor Eady further stated that those individuals with concerns can be notified of the necessary steps to mitigate the encroachment. The notifications will hopefully result in a majority to voluntarily taking action to remove those encroachments.

Erik Oliver suggested that the Council consider adopting an equitable policy moving forward that would address encroachments based on their specific characteristics, as they are not the same in nature.

Mayor Eady confirmed that this process is still in the early stages and the City is not currently requiring any action on encroachments, as there is no equitable path forward because of the disparities between the encroachments.

Jim Windham asked if there was a tally on the encroachments.

Mayor Eady highlighted that the current seven encroachments were the most significant, but he could not recall the total.

Bill Andrew added that he could not recall the specific number of encroachments but indicated that Oxford College had significant issues with parking and stormwater facilities. He recommended that the City formally document those encroachments and establish a temporary easement due to ongoing maintenance concerns. He also suggested creating a task force to individually assess cases, highlighting that the College alone likely represents a large portion of the total encroachments.

Jim Windham questioned why only seven property owners were being notified about encroachments, when it's evident that many more exist. While acknowledging that all cases were not the same, he stressed that now would be the time to appropriately address all encroachments as a collective.

Mayor Eady advised that the City does intend to notify all parties but the initial seven were identified by Robert Jordan as the most critical. Mayor Eady explained that the limited number was likely due to the workload management at the Jordan engineering firm. He also added that the encroachments would be addressed in phases until all cases were resolved.

Mark Anglin addressed the council with updates on police department matters. He reported that the progress with the Excellence in Police certification have been positive, although slow and tedious, they have been able to power through with the assistance of David Strickland reviewing the policies, along with additional resources from the Local Risk Management Services (LGRMS) and Georgia Municipal Association (GMA).

He also added that crime was relatively low, with only a few cases resulting in arrests. He noted a significant reduction in speed control on highway 81 and that the Flock cameras were operating efficiently. The police department is fully staffed and operating well. In relation to the July Fourth parade, Chief Anglin mentioned that the parade route was well managed and secure with no reported incidents.

**Trees Parks and Recreation-** no updates available to be reported

Jim Windham suggested that the Trees, Parks and Recreation committee consider installing beaver cameras and have footage posted on the city website for educational interest, and public viewing. Mr. Windham believes this would also give the public an insight into the city's plans for Catova Creek.

Mayor Eady instructed Bill Andrew to share those details with the TPR committee to explore the effect of offering a live feed versus the manual downloads to a disk.

**Sustainability Committee-** no updates available to be reported

**The Planning Commission** – no updates to report; however, Bill Andrew shared that TSW expressed great satisfaction with the community’s response during recent interviews for zoning and future community planning. The participation level exceeded what they typically experience with similar engagements. TSW will be preparing a report to share with the Council on the next work session scheduled for August 18, 2025.

**Downtown Development Authority (DDA)** - Mike Ready provided that the committee has paused meetings until the start of the new school year in August.

Bill Andrew added that he recently met with Electric Cities of GA (ECG), and they expressed their interest in attending the DDA meeting in September to introduce the idea of developing a visioning plan for the DDA. With the number of new members and the amount of time since the last focus on the city and town green, this would be a great opportunity for ECG to provide support with the visioning process. In addition, they are exploring options to market the city-owned property, as well as the Phillips’ over 200-acre property near Covington airport.

### **3. Review of July 4<sup>th</sup> Activities:**

Mike Ready shared some of the details from the recent follow-up parade meeting. He said that though the participation was down from the previous year, overall, the event went well. The targeted areas of improvement included the reduction of the mayor’s speech to maintain engagement, adding a banner to display thanks to our sponsors, posting the American flag on the park grounds in the spirit of the patriotism.

Erik Oliver suggested relocating the sound engineer from the pavilion to a tent set up on the green space and allowing citizens to occupy the pavilion instead. He believed this arrangement would provide a more comfortable atmosphere for attendees, as the pavilion offers shade and ceiling fans for cooling. He also noted that electrical cords could be rerouted to ensure necessary access for audial use.

Mr. Ready emphasized that the safety of everyone should be a top priority when considering any changes, to which Mr. Windham suggested that an underground electrical conduit be installed as a more practical alternative.

Jane Fadeley (401 Queen Ann St) addressed the ongoing parking issues by suggesting the parade festival be moved from Asbury Street Park to a location that would provide more adequate parking. She also proposed the city seeks permission for attendees to park in the yards of citizens within proximity of Asbury Street Park.

Mayor Eady noted that the Capital budget may allow the potential to formalize some perpendicular parking near Collingsworth Street and the Maintenance Facility. This improvement could also help to address the ongoing parking challenges related to event bookings at Asbury Street Park.



**4. Discussion with the Oxford Historical Cemetery Foundation on the Management of Oxford Cemetery:**

Anderson Wright addressed the Council regarding the draft letter that was discussed at the previous work session, which detailed the City's interest in terminating the agreement with the OHCF and transferring the responsibilities of managing the cemetery to the City. Mr. Wright spoke on behalf of the OHCF in defense of the claims that the Foundation has not been properly managing the upkeep of the cemetery. He noted that concerns were being addressed by the Foundation but maybe not at a level that was visibly notable.

Don Floyd expressed uncertainty about the city's intentions as outlined in the draft letter. He noted that he had been informed years earlier that the city might attempt to access the Foundation's funds. In his view, the Foundation is fulfilling—and at times exceeding—the terms of the agreement. Mr. Floyd requested clarification on the city's intent and encouraged the council to direct any questions to him in hopes of gaining a better understanding of the matter.

Erik explained to Mr. Floyd that this situation was similar to what had occurred with the Historical Society a few years ago regarding the Old Church. The Historical Society had originally been established to take on responsibilities the city was unable to manage at the time. However, as the Society's active membership declined and the city's resources grew, it became more practical for the city to resume management of those responsibilities.

Mr. Holt addressed concerns about the financial support the city has provided to the Foundation over the years for cemetery landscaping. With respect to the revenue the Foundation receives from two-thirds of cemetery sales, donations, investments and the corpus, he questioned why the Foundation still requires annual funding from the city and are not able to cover such expenses independently.

Mr. Floyd stated that the city agreed to cover the Foundation's shortfall, as the interest from the corpus is being used to pay overhead costs associated with cemetery landscape maintenance.

Mike Ready expressed his concerns that the Foundation has a corpus of money that has not been directed towards maintaining features such as headstones. He noted that this gives the impression that the Foundation is solely relying on income generated by interest. Now that those funds are dwindling, the city sees an opportunity to step in and make the necessary improvements to restore the cemetery.

Mr. Floyd clarified that the functions of the Foundation did not include maintaining or restoring headstones, and that the corpus itself cannot be used to cover expenses—only the interest it generates may be spent. He added that the current interest income is not sufficient to support ongoing expenses.

Mayor Eady summarized the discussion by restating that the Foundation is now facing a situation similar to what the Oxford Historical Society once experienced. Years ago, the Society raised funds to complete critical repairs on the Old Church. However, over time, ongoing maintenance was deferred, and it eventually became clear that the Society could no longer manage its responsibilities- financially or in terms of active stewardship. Due to the historical and community value of the Old Church, the city has contributed to its preservation and has future plans for enhancements to make it a better venue for events.

He further emphasized that the city recognizes the same level of value in the Oxford Historical Cemetery and believes it deserves the same level of care. The Foundation is not equipped to manage the growing maintenance needs of the cemetery. The city would intend to assume responsibility for its care and act as stewards of the funding, which could be placed in a dedicated account to support both preservation efforts and essential ongoing maintenance.

Mr. Floyd stated that the city will only gain access to the corpus if the Foundation were dissolved. On behalf of the Foundation, he proposed that the Foundation transfer instead the annual interest earnings to the city, with the understanding that the city will take over the management of the cemetery landscape.

Mayor Eady acknowledged the Foundation's proposal and agreed to table the discussion to the next scheduled work session in August to allow time to review the Foundation's charter and discuss the matter further.

**5. General Conditions Resolutions for the Community HOME Improvement Program (CHIP) Grant:**

Bill Andrew announced that the City received a half of a million-dollar grant for the purpose of rehabilitating owner-occupied homes, with lower or moderate income. He further explained that there are general conditions required to show the Georgia Department of Community Affairs that the city would follow along with guidelines required for the grant, such as bidding, income levels, etc. The non-profit that the city has partnered with has assisted in the preparation of those general condition agreements.

Mr. Holt inquired about the qualifications for eligibility.

Mr. Andrew stated that an open house would be scheduled to explain the program and eligibility requirements, as well as the opportunity for applicants to apply for the grant. He also mentioned that qualified applicants might be pooled and selected through a lottery process.

Mayor Eady explained that letters of notification about the program will be issued that indicate qualifications for applying, in addition to scheduling the open house. The council will vote on the matter at the next council meeting scheduled for August 04, 2025.

**6. Discussion of THE Event, LLC's Management of The Old Church:**

The idea of outsourcing the management of the Old Church for events, as well as the rehab services contract, was previously considered by the Council. Due to the lengthy governmental processes, it was mistakenly assumed that THE Event LLC was no longer interested in establishing a working relationship with the city.

Bill Andrew announced that he recently spoke with THE Event LLC and they expressed a continued interest in working with the city to manage events at the Old Church, including overseeing the rehabilitation efforts. In addition to their building in Mansfield, they have recently acquired an additional building off Brown Bridge Rd in Covington and have made software upgrades in anticipation of being involved in this project. He further stated that they are eager to restart discussions and explore what the management and rehabilitation contract would entail. Mr. Andrew suggested meeting with them to review the details, including costs, their financial goals, and the terms of doing business, should the city decide to move forward.

Mr. Holt stated that he recalled that there were some restrictions regarding what THE Event LLC could do based on the terms of the contract.

Mr. Andrew stated that he believed there was confusion that stemmed from the discussion about capping the number of annual events at the Old Church. The difference in opinions on how many events should be allowed, along with additional rumors on matters that were never discussed, led to lack of clarity regarding the vision for managing the site.

Mike Ready initially believed that THE Event LLC was only interested in working with the city out of business necessity. However, after learning about their other ventures and their ability to manage multiple projects, he now thinks the city should consider pursuing business.

Erik Oliver expressed concern that limiting staff involvement to marketing, promoting, and meeting potential clients during business hours, while also paying someone to be on-site after hours for events, may not be a practical approach. He further noted that, to make the business model feasible, the company would likely need more events than the citizens are willing to accept. As a result, he agreed that the Old Church should be used more frequently for events, but for the sake of preserving a strong relationship with the community, the number of events should be mutually agreed upon, with event management remaining at the staff level.

Jeff Wearing agreed with Mr. Oliver's sentiments to see the Church used more frequently but expressed concerns in relation to the potential increase in events volume as its popularity grows. He believed that the volume of events could overall become a burden, whether it be at staff level, to the community or even potentially long-term damage to the Old Church.

Jim Windham suggested that, before selecting a company to manage the Old Church, the council should first address key concerns, including event volume, safe and accessible parking, and the types of events allowed—specifically excluding parties.

Mayor Eady recommended that Mr. Andrew and David Strickland meet with THE Events LLC to discuss what would be necessary for a business partnership and to clarify the types and number of events that would make it a viable opportunity.

**7. Consideration of Taking the Next Step for a Personal Transportation Vehicle (Golf Cart) Ordinance for Oxford**

Mayor Eady explained that there had been some previous discussions on the matter, but they were tabled. However, due to a recent increase in citizen requests to adopt an ordinance to allow personal transportation vehicles (PTVs) to operate similarly to those in Covington, he felt it was necessary to revisit the topic for further discussion.

Mayor Eady recalled that one of the bullet points for the guidelines from the initial discussion was road designation, which roads that can and cannot be driven. He stated this would likely be most of the roads in Oxford with the exception of state highway 81 and a few others.

Chief Anglin stated that Highway 81, as well as E. Soule and Williams Road, would not be accessible for PTV travel. He noted that several other roads would require evaluation by an engineer to determine if they could be safely permitted for use. In addition to these roadway limitations, Chief Anglin also mentioned that designated crossing points would be necessary in certain areas and would also require assessment by an engineer.

Bill Andrew added that the crossing point would require a signal light, with the most logical fit being Soule Street; however, the issue with that location is that it does not provide access to the east side of town without securing an easement to build a connecting path.

Mayor Eady mentioned that choosing a crosspoint location outside Soule Street would require petitioning approval from GDOT.

David Strickland stated that Covington's ordinance reads that any road can be traveled with the exception of those that are specifically excluded. Crossing any of those specifically excluded roads would require approval from GDOT.

Erik Oliver suggested the addition of an ordinance to permit PTV travel on city streets, excluding state Highway 81. He acknowledged that many residents would be limited due to the lack of crossing access on Highway 81 but noted that the ordinance would still allow those with neighborhood access to begin using PTVs. He further stated the issue of designated crossing points could then be addressed at a later stage.

Mayor Eady suggested that the city consult Atkins Realis to see what it would take to assist the city with making those assessments, then bringing back for discussion to make those determinations on where it would be safe and not safe to traverse on the PTVs. Also, having a conversation with GDOT about where crossing would be permissible and prohibited.

## **8. Other Business:**

Jim Windham suggested that as the city moves forward with assessing streets for a potential ordinance allowing PTVs to travel on city roads, it would also be a good opportunity to evaluate all city streets and intersections collectively to ensure they meet safety standards and are in usable condition.

Mayor Eady stated that the city has allocated funds in the FY26 Capital Projects budget for city wide complete streets plan and development. He noted this item will be brought up for discussion at an upcoming work session.

Bill Andrew confirmed that the city was proposing to have engineers from Atkins Realis come in to review the available funding and help define the goals and overall vision for the plan.

Mayor Eady requested having a draft task order executed from Atkins Realis and adding that item to the agenda for discussion at an upcoming work session.

Bill Andrew provided an update on the trails project, noting a significant development that GDOT agreed to expand the environmental survey boundary. As a result, residents will soon receive notification letters regarding the study and plans for Catova Creek Trail. The revised trail boundary will now connect with Bonnell Street and extend across Emory Street, heading south towards the bridge. He also mentioned the potential installation of a HAWK signal to facilitate safe crossings at Highway 81 and W. Bonnell Street. The project is progressing well, with trail design moving forward and bidding anticipated this winter, aiming for construction completion by next fall.

Mayor Eady requested Bill Andrew to have this item put on the calendar to give the council a visual update on the trail design.

Erik Oliver commented on the number of citizens that appear to have possession of junk vehicles on their premises and wanted to have the council review the city's junk vehicle ordinance with the intention to enforce this matter.

Chief Anglin explained that vehicles classified as junk typically lack visible tags and would require access to property to determine if tag is expired. He further stated that accessing property without legal justification would be a violation of state law.



Mayor Eady instructed Bill Andrew to note that the TSW engineering firm should develop a model to clearly define positive and negative behaviors related to specific ordinances. He also asked Chief Anglin to present information at the upcoming work session outlining how ordinance violations that lead to citations are handled, including the steps taken at the municipal court level to resolve them. Additionally, he requested guidance on how such ordinances should be enforced by the police department or code enforcement. Mayor Eady further pointed out ongoing concerns regarding abandoned homes and occupied residences with severe damage that pose environmental hazards and require prompt attention.

**9. Work Session Meeting Review**

**10. Executive Session:**

**Jim Windham made a motion to enter into executive session at 8:55 pm to discuss land acquisition, pending or potential litigation and / or personnel. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**

**Jim Windham made a motion to exit executive session at 9:05 pm. Erik Oliver seconded the motion. The motion was approved unanimously (6/0.)**

**11. Adjourn**

Mayor Eady adjourned the meeting at 9:05 pm.

Respectfully submitted,

Stacey Mullen  
Deputy City Clerk



**DRAFT MINUTES** OF THE OXFORD MAYOR AND COUNCIL MEETING

OXFORD CITY HALL  
MONDAY, JULY 28, 2025- 9:00 AM  
PUBLIC HEARING  
PROPOSED CY 2025 – FY 2026 MILLAGE RATE

**PRESENT:**

Councilmembers Mike Ready, George Holt, Deputy City Clerk Stacey Mullen

**OTHERS PRESENT:**

None

The purpose of the public hearing was to obtain comments and questions regarding the City of Oxford's proposed millage rate for 2025.

The public hearing was called to order at 9:00 AM by Councilmember Mike Ready. There were no oral or written comments provided by the public.

Councilmember Mike Ready adjourned the meeting at 9:15 AM.

Respectfully submitted,

Stacey Mullen, Deputy City Clerk



**DRAFT MINUTES** OF THE OXFORD MAYOR AND COUNCIL MEETING

OXFORD CITY HALL  
MONDAY, JULY 28, 2025- 6:00 PM  
PUBLIC HEARING  
PROPOSED CY 2025 – FY 2026 MILLAGE RATE

**PRESENT:**

Councilmembers Mike Ready, Jeff Wearing, Deputy City Clerk Stacey Mullen

**OTHERS PRESENT:**

None

The purpose of the public hearing was to obtain comments and questions regarding the City of Oxford's proposed millage rate for 2025.

The public hearing was called to order at 6:00 PM by Councilmember Mike Ready. There were no oral or written comments provided by the public.

Councilmember Mike Ready adjourned the meeting at 6:15 PM.

Respectfully submitted,

Stacey Mullen, Deputy City Clerk

**Georgia Department of Community Affairs  
2025 Community HOME Investment Program  
State Recipient Grant Agreement**

This Grant Agreement ("Agreement") is made and entered into by and between the Georgia Housing and Finance Authority ("GHFA") located at 60 Executive Park South, NE, Atlanta, Georgia 30329 and City of Oxford ("State Recipient"), located at **110 W. Clark Street, Oxford, GA. 30054** for the purpose of providing funding to the State Recipient to implement the federal HOME Investment Partnership Program ("HOME") funded activities as described in the 2025 Community HOME Investment Program ("CHIP") Application Manual ("Application") under which the funds were awarded.

**WITNESSTH THAT:**

**WHEREAS**, the Georgia Department of Community Affairs ("DCA") administers CHIP on behalf of GHFA, including the issuance of the CHIP application manual, the review and selection of applications submitted in response to the Application, the disbursement of CHIP funds to selected State Recipients and the determination of compliance with the HOME regulations at 24 CFR Part 92, the program requirements found in the Application, and any manuals or policies issued for CHIP; and

**WHEREAS**, GHFA has designated funds for CHIP from its federal HOME funds; and

**WHEREAS**, the State Recipient has applied for funds under CHIP and has been determined to be an eligible applicant as defined in the CHIP Application and has been selected by DCA for an award of funds; and

**WHEREAS**, GHFA and the State Recipient desire to establish their respective rights, duties, and responsibilities for the release of HOME funds under CHIP and the State Recipient's implementation of activities in accordance with the CHIP Application and CHIP administrative manual.

**NOW, THEREFORE**, in consideration of the following mutual promises, covenants, and conditions herein, it is agreed as follows:

**SECTION 1  
Duration and Contract Benchmark Conditions**

The duration of this Agreement is three (3) years and shall begin on **September 1, 2025, and end on August 31, 2028. This Agreement with DCA must be fully executed, and all contract conditions must be submitted by August 31, 2025. DCA may allow one additional grant extension after August 31, 2028, if necessary, to complete the grant activities. However, grants will expire within four (4) years on August 31, 2029.** In addition, required benchmarks must be met within the first eighteen (18) months. If these benchmarks are not met, DCA may exercise its right to terminate the grant for inactivity. The required benchmarks for owner-occupied housing rehabilitation include: 1) the homeowners have been identified, and 2) the pre-setups have been submitted. The required benchmarks for new construction include: 1) the land acquisition has been completed, 2) the pre-sets have been submitted (if project sites were not known during application), 3) the bid requests have been published, 4) a developer has been procured, and 5) a written agreement with the developer has been executed. The Agreement may

be terminated by either party by written notice of such intent and submitted thirty (30) calendar days in advance of the termination date.

## **SECTION 2**

### **Expenditure Deadline and Close Out**

In accordance with the HOME Final Rule 24 CFR 92.205, all project funds associated with an eligible activity must be committed by a written agreement and entered into the Integrated and Disbursement and Information System ("IDIS") of the U.S. Department of Housing and Urban Development ("HUD") or any successor system mandated by HUD. The project must be completed within four (4) years of the date of commitment of funds.

Following the expenditure and completion deadline of the Agreement, the State Recipient must complete all program close-out processes as required by the HOME Final Rule and applicable CHIP requirements prior to the expiration date of this Agreement.

## **SECTION 3**

### **State Recipient Designation for the CHIP Program**

The local government shall act as a State Recipient and ensure that the HOME funds are used in accordance with the requirements of HOME and other applicable state laws for administering the CHIP program. The State Recipient will assume all responsibilities included in the HOME Final Rule at 24 CFR Part 92 and applicable CHIP manuals and policies.

## **SECTION 4**

### **Funding**

**Amount of Funding.** Subject to the terms and conditions set forth in this Agreement, GHFA agrees to provide up to **Five Hundred Thousand Dollars (\$ 500,000.00)** of CHIP funds ("Project Funds") for eligible project-related costs. As set forth in Section 15, GHFA will disburse the funds over time, subject to DCA's approval of draw requests submitted by the State Recipient in accordance with DCA's procedures.

**Use of Grant.** The State Recipient agrees that it shall use the Project Funds to pay only for reasonable and necessary expenses associated with the activities provided in Appendix A to this Agreement and in accordance with the provisions of the HOME program regulations.

## **SECTION 5**

### **General Programmatic Responsibilities**

The State Recipient shall be responsible for administering CHIP funds in accordance with the program requirements provided in the application and CHIP manual to successfully carry out all planned program activities. The State Recipient further agrees to assume responsibility for compliance with all applicable state and federal laws and regulations.

The State Recipient agrees to be responsible for executing all necessary legal documents and other written agreements related to lending or distributing CHIP funds in accordance with the CHIP program application and related CHIP manuals and in compliance with the HOME program requirements for written agreements at 24 CFR 92.504. The State Recipient shall use the loan closing documents prescribed by the CHIP program requirements.



The State Recipient agrees to manage the day-to-day operations of its CHIP-funded program and to monitor all activities to assure compliance with all HOME regulations, all requirements of the CHIP application and related CHIP manuals and all other applicable federal, state, and local laws and regulations. The State Recipient shall provide reports as deemed necessary and mandated as applicable under federal regulations, to assure proper accounting for all Project Funds, consistent with the requirements of 24 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. CHIP will prescribe the report and delivery format for submission of such reports.

The State Recipient shall determine all rehabilitation standards used for units assisted with CHIP funds are in compliance with the eligibility and occupancy requirements as set forth in the HOME regulations (24 CFR 92.251), and all applicable CHIP manuals.

The State Recipient shall ensure all CHIP homeowners and homebuyers are determined to be income-eligible in accordance with 24 CFR 92.203.

The State Recipient will provide oversight, monitor, and keep records the State Recipient is required to perform as set forth in the related CHIP material.

The State Recipient shall apply homebuyer program policies and underwriting tools in accordance with 24 CFR 92.254 (f), as applicable to the CHIP program design. The State Recipient will comply with the requirements of the recapture provisions in accordance with 24 CFR 92.254. Additional guidance for recapture is provided in Section 7.

All homeowners or home buyers receiving CHIP funds will be required by the loan documents to procure and maintain for the period of affordability or the term of the loan, whichever is longer, general hazard insurance, insuring the eligible properties against fire and all other reasonable hazards as may be required by the State Recipient. If the subject property is located in a FEMA-designated flood hazard zone, then the homeowner or home buyer must also secure a certified flood insurance policy. A copy of said insurance policy, which names GHFA as mortgagee, shall be retained by the State Recipient. In addition, whenever the scope of work requires that the homeowner or other residents vacate the premises, the State Recipient shall require the general contractor to maintain a builder's risk policy.

## **SECTION 6**

### **Affordability**

All housing assisted with CHIP funds must meet the affordability requirements in accordance with 24 CFR 92.252 and 24 CFR 92.254, as applicable, of the HOME final rule. The State Recipient will ensure that its HOME-assisted properties adhere to the affordability requirement and will advise each applicant of this HOME provision enforced by CHIP requirements. If, at any time, the homeowner no longer meets the affordability requirements, the property will be deemed to be in default and subject to recapture via the applicable loan documents.

The State Recipient agrees to monitor for compliance with the affordability requirements through the entirety of the period of affordability in accordance with 24 CFR 92.252 and 24 CFR 92.254, as applicable. Any funds expended that do not meet the affordability requirements of 24 CFR 92.252 and 24 CFR 92.254, as applicable, for the specified time period must be repaid to GHFA.

## **SECTION 7**

### **Program Income**

HOME program income is defined in the Definitions section of the HOME Final Rule at 24 CFR 92.2. The State Recipient agrees to return program income at the sale of each CHIP new construction project. The State Recipient agrees to return all remaining program income by the end of the grant award. Program Income is generated by the expenditure of the CHIP funds as defined by HOME final rule and in accordance with the requirements set forth in the DCA CHIP program Income Policies and Procedures within the CHIP Administrative Manual.

## **SECTION 8**

### **Recaptured Funds**

The State Recipient agrees that when the CHIP-assisted property is no longer the homeowner's principal residence, the State Recipient will enforce the recapture provisions set forth in 24 CFR 92.254. The State Recipient agrees that all recapture funds received from CHIP activities are to be repaid to GHFA in accordance with the terms of the loan closing documents required by DCA for the use of CHIP funds.

## **SECTION 9**

### **Uniform Administrative Requirements**

The State Recipient must comply with the applicable uniform administrative requirements in 2 CFR Part 200 as described in 24 CFR §92.505 of the HOME final rule. If there is a conflict between the definitions in 2 CFR Part 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92 govern.

## **SECTION 10**

### **Georgia Security and Immigration Compliance Act** **O.C.G.A. §50-36-1**

The State Recipient must comply with O.C.G.A. §50-36-1 to verify the lawful presence in the United States of any applicant for public benefits in accordance with the applicable provisions and deadlines established in O.C.G.A. §50-36-1 and any requirements established within the CHIP administrative manual.

## **SECTION 11**

### **Illegal Immigration Reform and Enforcement Act of 2011** **O.C.G.A. §13-10-91**

The State Recipient must comply with O.C.G.A. 24 §13-10-91 to ensure that any individual, firm or corporation that is engaged in the physical performance of services under this Agreement must be registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91 and any requirements established within the CHIP administration manual.

## **SECTION 12**

### **Prohibition on Immigration Sanctuary Policies by Local Governmental Entities** **O.C.G.A. § 36-80-23**

No local governing body, whether acting through its governing body or by an initiative, referendum, or any other process, shall enact, adopt, implement, or enforce any regulation, rule, policy, or practice adopted by a local governing body that prohibits or restricts local officials or employees from communicating or cooperating with federal officials or law enforcement officers with regard to reporting immigration status information while such local official or employee is acting within the scope of his or her official duties.

### **SECTION 13**

#### **Drug-Free Workplace**

The State Recipient hereby certifies as follows:

- a. State Recipient will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
- b. State Recipient shall provide its employees a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement; and
- c. State Recipient will secure from any subcontractor hired to work on any job contemplated under this Agreement the following written certification: "As part of the subcontracting agreement with (State Recipient's Name), (Subcontractor's Name) certifies to the State Recipient that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

### **SECTION 14**

#### **Certification Regarding Sales and Use Tax**

By executing the Agreement, the State Recipient certifies it is either (a) registered with the State Department of Revenue, collects, and remits to state all sales and use taxes required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The State Recipient also acknowledges that GHFA may declare the Agreement void if the above certification is false.

### **SECTION 15**

#### **Project Requirements**

The State Recipient must carry out all activities as provided in Appendix A of this Agreement in compliance with the project requirements stated in the CHIP administrative manual and 24 CFR Subpart F of the HOME final rule, as applicable to the type of project assisted.

For new construction projects, if there is no ratified sales contract with an eligible homebuyer for the housing within twelve (12) months of the date of completion of new construction or vacant housing rehabilitation, the housing unit must be rented to an eligible tenant in accordance with §92.252.

## **SECTION 16**

### **Other Program Requirements**

The State Recipient must carry out each activity as provided in Appendix A of this Agreement in accordance with the laws and regulations described in subpart H of the HOME Regulations (24 CFR 92.350 *et seq.*), except the State Recipient shall not have any responsibility under 24 CFR 92.352 for DCA's release of funds or under 24 CFR 92.357 for the intergovernmental review required by that section. Such activities must be carried out in compliance with the CHIP administrative manual.

The State Recipient acknowledges that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt of a release of funds, as required, from DCA or HUD, under 24 CFR Part 58. Additionally, the State Recipient is prohibited from undertaking or committing any funds to physical or choice-limiting actions.

## **SECTION 17**

### **Affirmative Marketing**

The State Recipient shall comply with the affirmative marketing requirements of 24 CFR 92.351 of the HOME Final Rule and the affirmative marketing plan prepared by the State Recipient and approved by DCA.

## **SECTION 18**

### **Requests for Disbursement of Funds**

All requests by the State Recipient for the disbursement of CHIP funds must be made in accordance with the CHIP administrative manual. Under no terms shall the State Recipient request disbursement of funds until such time that the funds are needed for payment of eligible costs. In addition, the amount of each request must be limited to the amount needed.

## **SECTION 19**

### **The Federal Funding Accountability and Transparency Act of 2006**

The State Recipient agrees to perform all reporting required by the Federal Funding Accountability and Transparency Act (FFATA) (Public Law 109-282) as amended.

## **SECTION 20**

### **Language Access Plan**

Title VI of the Civil Rights Act of 1964 and Executive Order 13166 require that the State Recipient employ timely and reasonable measures to provide Limited English Proficient ("LEP") persons in its community with a meaningful opportunity to participate in the benefits of CHIP-funded program activities. In furtherance of this objective, State Recipient agrees that pursuant to a schedule that will be provided by DCA, State Recipient will 1) conduct a four-factor analysis endorsed by HUD to make an overall assessment of its LEP individuals, 2) develop and submit a Language Access Plan ("LAP") that must be approved by DCA, and 3) provide appropriate language assistance to LEP persons in delivering CHIP funded program benefits through the execution of its approved LAP.

## **SECTION 21**

### **Written Agreement Requirements**

The State Recipient shall create and maintain a written agreement for each property. The written agreement committing the HOME funds to the project must meet the requirements of “commit to a specific local project” in the definition of “commitment” in § 92.2 and contain the following:

- a. A full description of each property assisted with CHIP Funds (“Eligible Property”) assisted with homeowner rehabilitation assistance, including the amount of the assistance and the address of the property.
- b. Documentation that after construction of each Eligible Property assisted by a homeowner rehabilitation activity, the Eligible Property satisfies the Property Standards as set forth in 24 CFR 92.251.
- c. Documentation of the scope of work, complete budget, sources of funds, and a schedule for completing the new construction or rehabilitation;
- d. The documentation must specify that funds may not be disbursed until they are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- e. Documentation demonstrating that the after-rehabilitation value or the new construction property sales price exceeds the HUD homeownership value limit;
- f. Documentation of the affordability requirements and resale or recapture provisions for homeownership as set forth in 24 CFR 92.254; and
- g. Documentation of the duration of the agreement.

## **SECTION 21**

### **Additional Written Agreement Requirements-Reports and Records**

The State Recipient acknowledges that DCA must satisfy certain recordkeeping and reporting requirements under the HOME regulations. The State Recipient shall maintain all records related to the Project Funds in accordance with the requirements of 24 CFR §92.508 of the HOME final rule and related CHIP manuals. The State Recipient shall maintain such records accurately and consistently. All financial records and accounts shall be separate from any general accounting records that the State Recipient may maintain in connection with the State Recipient’s general business activities. State Recipient agrees that DCA, HUD, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any and all said books, records, and accounts of the State Recipient for whatever purposes.

The State Recipient shall also prepare all such reports required in the CHIP administrative manual or that may be required by DCA in sufficient detail so that DCA may meet its requirements. These reports will include, but are not limited to:



- a. Documentation of the grant's environmental assessment, environmental review, or tier 1 and tier 2 compliance with the National Environmental Protection Act and HOME Final Rule (24 CFR 92.352);
- b. Documentation of the income of all eligible members of the household.
- c. Documentation of the race, ethnicity, age, household size, and gender of all Borrowers.
- d. Documentation of the race, ethnicity, age, and gender of all principals of the businesses (general contractors and subcontractors) involved in the rehabilitation of any Eligible Property.
- e. Documentation of subsidy layering and underwriting requirements for homebuyer development projects as set forth in 24 CFR 92.250.
- f. Documentation that no general contractor and/or subcontractors who performed any portion of the rehabilitation of an Eligible Property were debarred or suspended as set forth in 24 CFR Parts 24 and 91.
- g. Documentation demonstrating that each Eligible Property assisted is in compliance with The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4821, et seq.(24 CFR 92.355).
- h. Documentation as to whether or not flood insurance is part of a new construction activity, as set forth in the HOME regulations and required CHIP manuals, and applicable documentation of said flood insurance.
- i. Documentation of performance with the State Recipient's Section 3 Plan and Section 3 of the Housing and Urban Redevelopment Act of 1968.
- j. Documentation of disbursement of funds.
- k. Documentation of compliance with the affirmative marketing plan as set forth in 24 CFR 92.351 and the MBE/WBE plan described in 24 CFR 92.351.
- l. Documentation of loan documents and affordability periods.
- m. Documentation of compliance with the Georgia Security and Immigration Compliance Act as provided in O.C.G.A. §50-36-1 and required CHIP manuals.
- n. Documentation of compliance with the Illegal Immigration Reform and Enhancement Act of 2011 as provided in O.C.G.A. §13-10-91 and required CHIP manuals.
- o. Documentation of compliance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities as provided in O.C.G.A. § 36-80-23.
- p. Documentation of compliance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement.
- q. Documentation of compliance with the Section 504 federal civil rights law under the Rehabilitation Act of 1973 and required CHIP manuals.

- r. Documentation of compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. and required CHIP manuals by preparing a timely LAP;
- s. Documentation of compliance with Title II of the Americans with Disabilities Act of 1990 ("ADA") and required CHIP manuals; and
- t. Documentation of compliance with Section 808(d) of the Fair Housing Act and required CHIP manuals.

Further, the State Recipient shall assist DCA in any reasonable manner to enable DCA to submit management reports and its HOME *Annual Performance Report* ("APR") or *Consolidated Annual Performance and Evaluation Report* ("CAPER") in such format and at such time as HUD may prescribe.

The State Recipient agrees to comply with the single audit act requirements as set forth in 2 CFR part 200, subpart F.

## **Section 22 Financial Reporting**

The State Recipient agrees to maintain a separate CHIP bank account to document and maintain effective internal audit control for the financial management of the CHIP award. The State Recipient agrees the bank account will not be an interest-bearing account.

## **SECTION 23 Breaches and Remedies**

If the State Recipient fails to perform the requirements of this Agreement or the applicable HOME regulations, DCA may take action to temporarily withhold all funding until the breach is cured. DCA, at its sole discretion, may set the time period within which the State Recipient shall cure the breach. Upon the State Recipient's failure to cure the breach, this failure will constitute a "Default" under this Agreement. In the event of a Default, DCA, at its sole discretion, may take any or all of the following actions: (1) immediately terminate or suspend this Agreement in accordance with 24 CFR 85.43; (2) disallow any further disbursement of CHIP funds; (3) require the State Recipient to repay to DCA all or any portion of the CHIP funds; (4) require the State Recipient to turn over all pertinent records and information relating to the State Recipient's Program; (5) select another administrator to oversee the operation of the State Recipient's Program; and (6) take any and all action in law, equity or otherwise which it deems necessary or advisable. The rights and remedies of DCA shall be cumulative. Any election of a right or remedy will not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. The rights and remedies available to DCA in the event of a suspension or termination of this Agreement will survive such suspension or termination.

## **SECTION 24**

### **Conflicts of Interest**

The State Recipient agrees to avoid conflicts of interest in accordance with DCA policy, State law, and provisions outlined in 24 CFR 85.36 and 24 CFR 84.42, 24 CFR 92.356, and 2 CFR Part 200.318. State Recipient must follow instructions provided in the Procurement Policy Standards of the CHIP Administrative Manual and other written guidance provided by DCA.

Further, State Recipient warrants and represents that no member, employee, officer, agent, consultant, or official of State Recipient, nor any member of their immediate family or business associates, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or any proceeds or benefits arising therefrom. State Recipient has certified in its application to DCA that no such conflict exists, and said certification is a covenant and warranty of this Agreement. The State Recipient shall also require each eligible borrower to certify that no such conflict exists.

## **SECTION 25**

### **Reversion of Assets**

Upon expiration or termination of this Agreement, if the State Recipient has any CHIP funds in its possession or under its control or any accounts receivable attributable to the use of the CHIP funds, the State Recipient shall promptly transfer those funds or assets to GHFA.

## **SECTION 26**

### **Other Agreements**

Before the State Recipient may disburse funds received under this Agreement to a third party, the State Recipient and such third party must enter into a written agreement with the State Recipient that meets the applicable requirements in 24 CFR §92.504(c). The term "third-party" includes any homeowners, home buyers, administrators as defined in the CHIP administrative manual, or other contractors who are providing services to the State Recipient. This Agreement is only for the benefit of GHFA and the State Recipient. No third party shall have any rights or interest in this Agreement.

## **SECTION 27**

### **Indemnification**

State Recipient hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect, and save harmless, GHFA, DCA, their directors, officers, agents, and employees of and from any and all claims, demands, liabilities, losses, costs or expenses caused by, growing out of or happening in connection with the performance of this Agreement, or any property or household assisted with any CHIP funds.

**SECTION 28**  
**Conflicts and Amendments**

If there is any conflict between this Agreement and the HOME final rule, the HOME final rule shall control, and State Recipient acknowledges and agrees that it must comply with the HOME regulations applicable to it and its use of the HOME funds. However, if this Agreement is more restrictive than the HOME regulations, this Agreement shall control unless the HOME regulations specifically prohibit such greater restriction. The parties agree that this Agreement shall be amended, if necessary, to comply with the HOME final rule or the CHIP program requirements found in applicable CHIP manuals and policies.

**SECTION 29**  
**Additional Terms and Conditions**

This Agreement is made and entered into in the state of Georgia, and all questions relating to its validity, construction, performance, and enforcement shall be governed by the laws of the state of Georgia. This Agreement is the entire Agreement between the parties and may not be modified or amended except by a written document signed by all parties.

In the event that a court of competent jurisdiction shall make a final determination that any of the terms, provisions, covenants, or conditions (hereinafter collectively referred to as "provisions") contained herein are invalid, then such provision(s) shall be void and of no force or legal effect and shall be severed from this Agreement, and all other provisions of this Agreement shall remain in effect.

Time is of the essence with this Agreement.

## **SECTION 30**

### **Notices**

All notices to the State Recipient shall be sufficient if made in writing and deposited in the U.S. mail or if delivered through a private courier to the address of the State Recipient listed below or at such other address as the State Recipient may notify DCA in writing. Mailed notices to the State Recipient shall be considered to have been given at the time they are delivered or deposited in the mail. Notwithstanding the foregoing, any notice in fact received shall be sufficient. All notices to DCA shall be effective when the written notices is received in hand by DCA at the address set forth below or such other address specified by DCA in writing to the State Recipient.

(a) Notices and communications to DCA:

Attn: CHIP Program Manager  
Georgia Department of Community Affairs  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329-2231  
Primary Phone: (404) 852-2160  
Email: CHIP@dca.ga.gov

(b) Notices and communications to the State Recipient:

To be filled in by the State Recipient:

Name: Bill Andrew

Title: City Manager

Address: 110 W. Clark St. Oxford, GA 30054

Phone number: (770) 786-7004

Email address: bandrew@oxfordgeorgia.org

## **SECTION 31**

### **Warranties, Representations and Certifications of the State Recipient**

- a. The State Recipient warrants that it is duly organized, validly existing, and in good standing under the laws of the state of Georgia; that it has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with the HOME regulations and the CHIP Administrative Manual, and all applicable federal and state laws and regulations; that a resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the State Recipient, authorizing the execution and delivery of this Agreement by the State Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of State Recipient; and that said acts were done in such a manner and form as to comply with all applicable laws to make this Agreement the valid, enforceable and legally binding act and agreement of State Recipient.
- b. The State Recipient warrants that there is no action, proceeding, or investigation now pending, nor any basis known or believed by State Recipient to exist for such an action, proceeding, or investigation, which: (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of State Recipient or which would materially and substantially impair the State Recipient's

ability to perform any of the obligations imposed upon the State Recipient by this Agreement.

- c. State Recipient warrants and represents that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, suspension, declared ineligible, or voluntarily excluded from participation in this transaction or the DCA Program by any federal department or agency. State Recipient will also require each eligible borrower and selected contractor to certify that he or she is not currently debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction or by any other federal department or agency.
- d. State Recipient warrants and represents that:
  - (i) No federal appropriated funds have been paid or will be paid, by or on behalf of State Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - (ii) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, State Recipient shall complete and submit HUD standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (iii) State Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all State Recipients shall certify and disclose accordingly.
- e. State Recipient, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders now or hereafter in effect when performing under the Agreement. State Recipient certifies that State Recipient is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
- f. All representations and warranties made under this Agreement shall be deemed to be made and shall be true and correct at and as of the Effective Date. All representations and warranties made under this Agreement shall survive the execution hereof.

### **SECTION 32** **Entire Agreement**

This Agreement constitutes the entire agreement between the parties. There are no representations, either oral or otherwise, other than those expressly set forth herein. No amendments or modification of this Agreement shall be binding unless both parties agree to said modification in writing.

*Signatures on the Following Page  
Remainder of Page Intentionally Left Blank*

**IN WITNESS WHEREOF**, this Agreement is entered into on the date of execution by and between:

State  
Recipient: City of Oxford

By:  
Name: David S. Eady  
Title: Mayor

Attest:  
Name: Bill Andrew  
Title: City Manager

Sworn to and subscribed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_ (NOTARY SEAL)



**IN WITNESS WHEREOF**, this Agreement is entered into on the date of execution by and between:

**GEORGIA HOUSING AND FINANCE AUTHORITY**

By: \_\_\_\_\_  
Name: Wesley Brooks  
Title: Deputy Commissioner, Homeownership

Attest: \_\_\_\_\_  
Name: DaTonya Lewis  
Title: CHIP Program Manager

Sworn to and subscribed before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

My Commission Expires:  
\_\_\_\_\_

(NOTARY SEAL)

**Georgia Department of Community Affairs  
2025 Community HOME Investment Program  
State Recipient Grant Agreement  
Appendix A**

<b>State Recipient Name:</b>	City of Oxford		
<b>Grant Number:</b>	2025-114		
<b>Grant Term:</b>	September 1, 2025 – August 31, 2028		
<b>Approved Activities:</b>	<b>Yes</b>	<b>No</b>	
Homeowner Rehabilitation Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
New Construction	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Approved Budget:</b>			
Awarded Fund Amount	\$ 500,000.00		
The Recipient will contribute match funds eligible under §92.220 of the Final HOME Rule in the amount of:	28,000.00		
<b>Total Households to be Assisted:</b>			
Total Households To Receive Homeowner Rehabilitation Assistance:	7	Households	
Total Households To Buy Newly Constructed Homes:		Households	
<b>Homeowner Rehabilitation Assistance Activities</b>			
<input checked="" type="checkbox"/>	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Stick-built or Modular Housing:	\$1,000 - \$100,000	
<input checked="" type="checkbox"/>	Rehabilitation Project Delivery Cost Grant Limit:	Maximum of \$7,500	
<input checked="" type="checkbox"/>	Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$100,000 Lower Project Delivery Costs	
<input checked="" type="checkbox"/>	Manufactured Housing Eligible in Program Design:	X Yes or <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Manufactured Housing:	\$1,000 - \$50,000	
<input checked="" type="checkbox"/>	Project Delivery Grant Limit for Manufactured Housing:	Maximum of \$4,000	
<input checked="" type="checkbox"/>	Deferred Payment Second Mortgage Loan Range for Manufactured Housing:	\$1,000 - \$50,000 Less Project Delivery Costs	
<b>New Construction Activities:</b>			
<input type="checkbox"/>	Developer's Fee	Maximum of 20% of the total development cost	
<input type="checkbox"/>	Homebuyer Subsidy	\$1,000-\$40,000	
<input type="checkbox"/>	Construction Project Delivery Cost Grant Limit:	Maximum of 5% per project	
<b>Additional Program Design Elements for Rehabilitation and/or New Construction Activities:</b>			
The Recipient will incorporate the adoption of the 2021 International Energy Conservation Code (IECC) and ASHRAE 90.1-2019 energy codes for all work completed.			
The Recipient will require the completion of visitability improvements identified in OCGA 8-3-172 within all units receiving assistance to the extent compatible with the rehabilitation work proposed.			
The Recipient will meet all code requirements for housing rehabilitation and pull all necessary permits			

**Georgia Department of Community Affairs  
2025 Community HOME Investment Program  
State Recipient Grant Agreement  
Appendix B  
General Conditions**

<b>Grantee Name:</b>	<b>City of Oxford</b>
<b>Grant Number:</b>	<b>2025-114</b>

Before commencing with any activities that will result in the expenditure of funds under this grant, the State or Subrecipient (Recipient) must provide appropriate documentation and receive DCA approval that the following General Conditions have been cleared by DCA:

<b>Federal Requirements</b>		<b><u>Approval Status</u></b>
1.	In order to comply with the National Environmental Protection Act (NEPA) and clear this contract condition, the Recipient must have a cleared Tier 1 Broad Level Environmental Review completed. The Recipient may not initiate any work that will have a physical impact on any property to be served until the Tier Two Site Specific Environmental Review is completed and approved by DCA staff on a project-by-project basis.	<i>Not Approved</i>
2.	In compliance with 24 CFR 92.351 of the HOME Rule, the Recipient must make reasonable efforts to affirmatively further fair housing practices and develop and adopt an Affirmative Fair Housing Marketing Plan as part of their local CHIP policies and procedures. DCA must approve the AFHMP.	<i>Not Approved</i>
3.	In compliance with 24 CFR 92.351 of the HOME Rule, the Recipient must make reasonable efforts to encourage the use of minority and women-owned business enterprises (MBE/WBE) and must adopt an MBE/WBE outreach plan as part of their local CHIP policies and procedures. The Plan must be approved by DCA.	<i>Not Approved</i>
4.	In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, the Recipient must take timely and reasonable steps to provide Limited English Proficient (LEP) persons with meaningful access to programs and activities funded by the federal government and awarded by DCA. The Recipient must provide a Language Access Plan (LAP), and DCA must approve the LAP.	<i>Not Approved</i>
5.	A person is on staff or under contract who has a Lead-based Paint Visual Assessment Certificate.	<i>Not Approved</i>
6.	The Recipient has adopted a plan to recruit businesses and employees targeted under Section 3 of the Housing and Urban Development Act of 1968, which has been approved by DCA.	<i>Not Approved</i>

7. Acknowledge to provide CHIP assistance according to homebuyer income determination requirements as outlined in 24 CFR 92.203 and adhere to the property value limits for homeownership activities, as outlined in 24 CFR §92.254(a)(2)(iii) of the HOME Final Rule published on July 24, 2013.

**No household income will exceed 80% of the Area Median Income (AMI).**

*Not Approved*

**No home receiving assistance will have an after-rehabilitation value that exceeds 95 percent of the area median purchase price for existing single-family units, as issued by HUD.** The after-rehabilitation value will be established before any rehabilitation work is performed.

#### State of Georgia Requirements

8. In accordance with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91, which requires public entities that provide public benefits to report annually to DCA, the Recipient must be compliant with the reporting requirements of O.C.G.A. §13-10-91.
9. In accordance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23, the Recipient must be compliant with the requirements of O.C.G.A. § 36-80-23.
10. In accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq, the Recipient must be compliant with the requirements of O.C.G.A. § 50-24-1 et seq throughout the duration of this Agreement;

*Not Approved*

*Not Approved*

*Not Approved*

#### Georgia Department of Community Affairs Community HOME Investment Program (CHIP) Requirements

11. In accordance with the State of Georgia Procurement Requirements, as provided in O.C.G.A. 36-80-26, the Recipient must follow the procurement standards when entering into contracts for grant application submission and administration. Provide a signed and dated DCA Addendum to CHIP Administrative Services Contract and evidence of compliance with procurement requirements Not applicable if the grantee is not contracting with a grant administrator

*Not Approved*

12. The Recipient has adopted the CHIP policies and procedures for homeowner rehabilitation and new construction designed by DCA in accordance with the requirements of the CHIP manuals, HUD, and other required federal & state regulations. The CHIP manual should be used in conjunction with your already accepted design based on your approved application. *Not Approved*
13. The grant term is three years, from September 1, 2025, through August 31, 2028. The Recipients must submit a schedule of grant activities and completion deadline goals for completing each project by August 31, 2025. Refer to Section 1, Duration and Contract Conditions of the Agreement for the required benchmarks that must be met. *Not Approved*

City of Oxford  
Language Access Plan Resolution

Whereas, the City of Oxford has been awarded a Community Housing Investment Program (CHIP) Grant from the Georgia Department of Community Affairs.

And

The CHIP Grant is for the purpose of assisting low- and moderate-income persons with their housing needs. A Language Access Plan (LAP) has been prepared for the City of Oxford, and the City of Oxford hereby approves the Language Access Plan (LAP) to administer the 2025-114 CHIP Program.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
David S. Eady, Mayor

Attest:

\_\_\_\_\_  
Bill Andrew, City Manager

**CITY OF OXFORD 2025-114 CHIP Program  
LANGUAGE ACCESS PLAN (LAP)**

**Grantee: CITY OF OXFORD  
CHIP Grant Number: 2025-114  
Target Areas: Properties within  
Census Tracts 1004, 1001.01 and 1001.02  
Prepared by: Rhonda Gilbert, Grant Administrator  
Gilbert+Associates, Inc.  
678-447-5425  
[gilbertassoc@outlook.com](mailto:gilbertassoc@outlook.com)**

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**APPENDICES**

- 1) S1601 2023 American Community Survey 5-year estimates
- 2) Population table

# **CITY OF OXFORD LANGUAGE ACCESS PLAN (LAP)**

## **I. Introduction**

This *Language Access Plan* has been prepared to address the CITY OF OXFORD's responsibilities as a recipient of federal financial assistance from Georgia Department of Community Affairs programs & grants funded by HUD as they relate to the needs of individuals with limited English language skills.

The plan has been prepared to ensure compliance with HUD's guidance and Title VI of the Civil Rights Act of 1964, and its implementing regulations. Under HUD's guidance, the CITY OF OXFORD must take reasonable steps to ensure meaningful access to their programs and activities by persons with Limited English Proficiency (LEP).

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including the CITY OF OXFORD.

For purposes of this Language Access Plan (LAP) known as "the Plan", Limited English Proficient (LEP) persons or LEP homeowners mean individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. Such persons may be eligible to receive language assistance with respect to a particular services, benefit, or encounter.

To prepare this plan, the CITY OF OXFORD used HUD's four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the Community Home Investment Program (CHIP);
2. The frequency with which LEP persons encounter HUD funded programs;
3. The nature and importance of the HUD funded programs and services provided by the CITY OF OXFORD to the LEP population;
4. The resources available to the CITY OF OXFORD and overall cost to provide LEP assistance.

A summary of the results of the four-factor analysis is in the following section.

## **SAFE HARBORS**

In accordance with HUD Safe Harbors for LEP, the CITY OF OXFORD will translate written Community Improvement documents for groups that are at least 5% of the population eligible (and



more than 50 persons) or 1,000 persons, whichever is less. If there are fewer than 50 persons in a language group that reaches the 5% trigger above, the CITY OF OXFORD will not translate the vital Community Improvement written materials but provides written notice in the primary language of the LEP group of the right to receive competent oral interpretation of those written materials, free of cost.

The size of the language group determines the recommended provision for written language assistance.

	<b>Size of language Group</b>	<b>Recommended Provision of Written Language Assistance</b>
	1,000 or more in the eligible population	Translated vital documents
	More than 5% of the eligible population or beneficiaries and more than 50 in number	Translated vital documents
	More than 5% of the eligible population or beneficiaries and 50 less in number	Translated written notice of right to receive free oral interpretation of documents
X	5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required

## **II. Meaningful Access: Four Factor Analysis**

**The Four- Factors are as follows:**

**Factor 1: The number or proportion of LEP persons in the service area who may be Served or are likely to require CITY OF OXFORD's services.**

We have determined the number of LEP persons eligible to be served or likely to be encountered by the CITY OF OXFORD is 5% or less of the eligible population or beneficiaries and less than 1,000 in number. (See attached Census data and tables)

Total Population 18 years old and over – 1,514

Total LEP Population 18 years old and over LEP population – 37

Percent LEP .02%

**Factor 2:**

**The frequency with which LEP persons encounter CITY OF OXFORD services.**

The CITY OF OXFORD staff reviewed the frequency with which CITY OF OXFORD Board Members, Executive Director, office staff and maintenance staff have, or could have, contact with

LEP persons. This includes documenting phone inquiries or office visits. To date, the CITY OF OXFORD has had no requests for interpreters and no requests for translated program documents. The CITY OF OXFORD Board Members, Executive Director, office staff and maintenance staff have had very little contact with LEP persons.

Frequency of Interaction: Annually

For Project Applications/awards:

- a. When notifying the public about potential or ongoing grants and activities
- b. When surveying income in the target area
- c. When determining preliminary eligibility for housing and/or other activities

For Homeowner Rehabilitation/Reconstruction:

- a. When notifying the public about the grant award and activities
- b. When seeking applicants to participate in the program When seeking qualified contractors
- c. When working with homeowners selected for assistance
- d. When seeking qualified contractors

**Factor 3:**

**The nature and importance of services provided by the CITY OF OXFORD to the LEP population.**

The nature of our program is Rehabilitation of Owner-Occupied Housing Units. The importance and the impact of our program will benefit our community by advocating for affordable housing and offering solutions to affordable housing without discrimination. Access to services or information would be very important for the LEP individual. There is no geographic concentration of LEP individuals in the CITY OF OXFORD. The overwhelming majority of the population, 96.8%, speak only English.

As a result, there are few social, service, professional, and leadership organizations within the CITY OF OXFORD that focus on outreach to LEP individuals. The CITY OF OXFORD and staff are most likely to encounter LEP individuals through office visits, phone conversations, notifications from maintenance staff of impacts on services and attendance at Council meetings. If there is a community of limited English proficient households within any targeted areas, the CITY OF OXFORD will reach out to these households in the language that they speak to ensure that adequate notification is achieved. Upon client request, the CITY OF OXFORD will provide oral interpreters using bi-lingual employees or qualified contract interpreters.

Nature of the Program(s): Infrastructure and/or Owner-Occupied Housing Rehabilitation, Assistance.

Importance of the Program(s): Denial or delay of access to services or information would not have serious or life-threatening implications for the LEP individual.

**Factor 4:****The resources available to the CITY OF OXFORD, and overall costs to provide LEP assistance.**

The CITY OF OXFORD reviewed its available resources that could be used for providing LEP assistance, including which of its documents would be most valuable to be translated if the need should arise. An “I Speak” card/poster will be made available to determine needed language translations. A notice will be posted in all ads for GA DCA/HUD programs regarding who to contact should language assistance be needed. Language translation, if needed, would be provided through the available bilingual staff and/or the Language Line Solutions (800-752-6096) for which the CITY OF OXFORD would pay a fee.

The following resources are available at no costs to the recipient.

- Oral interpretation services
- Bilingual staff available upon request.
- Telephone service lines interpreters.
- Written translation services.
- Notice to staff and sub-recipients of the availability of LEP services.
- Referrals to community liaisons proficient in the language of LEP Persons.
- Provide I “I speak” card.

### **III. Language Assistance**

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to CITY OF OXFORD services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How the CITY OF OXFORD staff may identify an LEP person who needs language assistance:

**Language Assistance Measures**-Although there is a very low percentage in the CITY OF OXFORD service area of LEP individuals, that is, persons who speak English “not well” or “not at all”, it will strive to offer the following measures:

1. The CITY OF OXFORD staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LEP persons:

- Volunteer interpreters for the Spanish language are available and will be provided within a reasonable time period.
  - Language interpretation will be accessed for all other languages through a telephone interpretation service.
3. Language Identification Cards/Posters will be used as necessary to determine a client's language needs.

## **IV. Staff Training**

### Language Access Coordinator or Contact Person:

Mr. Bill Andrews will be the language access plan coordinator/contact person. His contact information is as follows:

**Bill Andrew, City Manager**  
**Phone: (770) 786-7004**  
**Email: [bandrew@oxfordgeorgia.org](mailto:bandrew@oxfordgeorgia.org)**  
**City Hall**  
**110 W. Clark Street**  
**Oxford, GA 30054**  
**<http://www.oxfordgeorgia.org>**

How the Community Improvement staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- CITY OF OXFORD staff will be provided with "I Speak" cards to assist in identifying the language interpretation needed if the occasion arises.
- CITY OF OXFORD staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When the CITY OF OXFORD sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event it will help identify the need for future events.

The following training will be provided to all Community Improvement staff:

- Information on the Title VI Policy and LEP responsibilities;
- Description of language assistance services offered to the public;
- Documentation of language assistance requests; and
- How to handle a potential Title VI/LEP complaint.

All contractors, subcontractors and sub-recipients performing work for or receiving federal funds for Community Development projects will be required to follow the Title VI/LEP guidelines.

## **V. Translation of Documents**

No written translation is required

## **Monitoring and Updating LAP Plan**

### Evaluation and revision process:

This language access plan shall be evaluated and revised, if needed, every five years using American Community Survey Census Data, or when it is clear that higher concentrations of LEP individuals are present in the CITY OF OXFORD. Updates will include the following:

- The number of documented LEP person contacts encountered annually;
- How the needs of LEP persons have been addressed;
- Determination of the current LEP population in the service area;
- Determination as to whether the need for translation services has changed;
- Determine whether local language assistance programs have been effective and sufficient to meet the need;
- Determine whether the CITY OF OXFORD's financial resources are sufficient to fund language assistance resources needed;
- Determine whether the CITY OF OXFORD fully complies with the goals of this LAP Plan; and
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

## **VI. Dissemination of Centerville's LAP Plan**

Signs will be posted at CITY OF OXFORD Buildings notifying LEP persons of the LEP Plan and how to access language services.

## **VII. Records**

The CITY OF OXFORD will maintain records in the CITY OF OXFORD administrative office regarding its efforts to comply with Title VI LEP obligations. These records will be reviewed periodically and open to the public in an effort to improve service.

## **VIII. Complaints and Appeals**

Any person who believes they have been denied the benefits of this LAP or that the CITY OF OXFORD has not complied with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 regulations may file a complaint with the CITY OF OXFORD LAP Coordinator. The CITY OF OXFORD LAP Coordinator may be the first point of contact for any complaints or appeals, but the DCA LAP Coordinator must be informed of all complaints and appeals. The LAP Coordinator will provide oversight of the complaint/appeal resolution process. To file a complaint, submit the written complaint to:

**Bill Andrew, City Manager**  
**Phone: (770) 786-7004**  
**Email: [bandrew@oxfordgeorgia.org](mailto:bandrew@oxfordgeorgia.org)**  
**City Hall**  
**110 W. Clark Street**  
**Oxford, GA 30054**  
**<http://www.oxfordgeorgia.org>**

or

DCA 504 Coordinator  
[fairhousing@dca.ga.gov](mailto:fairhousing@dca.ga.gov)  
60 Executive Park South, N.E.  
Atlanta, GA 30329-2231

Language Spoken at Home		United States® Census Bureau
Note: The table shown may have been modified by user selections. Some information may be missing.		
DATA NOTES		
TABLE ID:	S1601	
SURVEY/PROGRAM:	American Community Survey	
VINTAGE:	2023	
DATASET:	ACSST5Y2023	
PRODUCT:	ACS 5-Year Estimates Subject Tables	
UNIVERSE:	None	
MLA:	U.S. Census Bureau, U.S. Department of Commerce. "Language Spoken at Home." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S1601, <a href="https://data.census.gov/table/ACSST5Y2023.S1601?q=\$1601+oxford+georgia+">https://data.census.gov/table/ACSST5Y2023.S1601?q=\$1601+oxford+georgia+</a> . Accessed on 18 Jul 2025.	
FTP URL:	None	
API URL:	<a href="https://api.census.gov/data/2023/acs/acs5/subject">https://api.census.gov/data/2023/acs/acs5/subject</a>	
USER SELECTIONS		
TABLES	S1601	
GEOS	Oxford city, Georgia	
EXCLUDED COLUMNS	None	
APPLIED FILTERS	None	
APPLIED SORTS	None	
PIVOT & GROUPING		
PIVOT COLUMNS	None	
PIVOT MODE	Off	
ROW GROUPS	None	

Table: ACSST5Y2023.S1601

VALUE COLUMNS	None
WEB ADDRESS	<a href="https://data.census.gov/table/ACSST5Y2023.S1601?q=s1601+oxford+georgia+">https://data.census.gov/table/ACSST5Y2023.S1601?q=s1601+oxford+georgia+</a>
TABLE NOTES	<p>Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units and the group quarters population for states and counties.</p> <p>Information about the American Community Survey (ACS) can be found on the ACS website. Supporting documentation including code lists, subject definitions, data accuracy, and statistical testing, and a full list of ACS tables and table shells (without estimates) can be found on the Technical Documentation section of the ACS website.</p> <p>Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.</p> <p>Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates</p> <p>ACS data generally reflect the geographic boundaries of legal and statistical areas as of January 1 of the estimate year. For more information, see Geography Boundaries by Year.</p> <p>Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.</p>



Table: ACSST5Y2023.S1601

	Users must consider potential differences in geographic boundaries, questionnaire content or coding, or other methodological issues when comparing ACS data from different years. Statistically significant differences shown in ACS Comparison Profiles, or in data users' own analysis, may be the result of these differences and thus might not necessarily reflect changes to the social, economic, housing, or demographic characteristics being compared. For more information, see Comparing ACS Data.
	Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.
	Explanation of Symbols:- The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.N The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area. (X) The estimate or margin of error is not applicable or not available.median- The median falls in the lowest interval of an open-ended distribution (for example "2,500-")median+ The median falls in the highest interval of an open-ended distribution (for example "250,000+").** The margin of error could not be computed because there were an insufficient number of sample observations.*** The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.***** A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.
COLUMN NOTES	
	None

Table: ACSST5Y2023.S1601

Oxford city, Georgia											
Total				Percent of specified language speakers							
				Percent		Speak English only or speak English "very well"		Percent speak English only or speak English "very well"		Speak English less than "very well"	
Label	Estimate	Margin of Error		Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	1,839	±299	(X)	(X)	±296	96.8%	±2.9	59	±55	3.2%	±2.9
Speak only English	1,436	±302			(X)	(X)	(X)	(X)	(X)	(X)	(X)
Speak a language other than English	403	±116			±100	85.4%	±12.1	59	±55	14.6%	±12.1
SPEAK A LANGUAGE OTHER THAN ENGLISH											
Spanish	150	±131									
5 to 17 years old	0	±14									
18 to 64 years old	150	±131									
65 years old and over	0	±14									
Other Indo-European languages	79	±72									
5 to 17 years old	0	±14									
18 to 64 years old	75	±72									
65 years old and over	4	±6									
Asian and Pacific Island languages	137	±73									
5 to 17 years old	0	±14									
18 to 64 years old	126	±71									
65 years old and over	11	±20									
Other languages	37	±46									
5 to 17 years old	0	±14									
18 to 64 years old	37	±46									
65 years old and over	0	±14									
CITIZENS 18 YEARS AND OVER											
All citizens 18 years old and over	1,514	±238	(X)	(X)	±247	97.6%	±3.0	37	±46	2.4%	±3.0
Speak only English	1,208	±238			(X)	(X)	(X)	(X)	(X)	(X)	(X)
Speak a language other than English	306	±112									
Spanish	131	±116									
Other languages	175	±79									

City of Oxford  
Section 3 Plan Resolution

Whereas, the City of Oxford, Inc. has been awarded a Community Housing Investment Program (CHIP) grant from the Georgia Department of Community Affairs.

And

The CHIP Grant is designed to assist low- and moderate-income individuals with their housing needs. A Section 3 Plan has been prepared for the City of Oxford, and the City of Oxford hereby approves the Section 3 Plan for the purpose of administering the 2025-114 CHIP Program.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
David S. Eady, Mayor

Attest:

\_\_\_\_\_  
Bill Andrew, City Manager

THE CITY OF OXFORD  
CHIP 2025—114  
Section 3 Plan



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# 1. Overview of Section 3 Requirements

## A. WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

## B. PURPOSE OF THIS DOCUMENT

This plan outlines how THE CITY OF OXFORD and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing THE CITY OF OXFORD's CHIP 2025-110 program. THE CITY OF OXFORD will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

THE CITY OF OXFORD may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

## C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.





## 2. Section 3 Coordinator

THE CITY OF OXFORD's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for THE CITY OF OXFORD and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to THE CITY OF OXFORD's Section 3 Coordinator with questions regarding Section 3 compliance:

**MR. MURALI THIRUMAL, EXECUTIVE DIRECTOR**

[muralidthirumal@gmail.com](mailto:muralidthirumal@gmail.com)

## 3. Employment, Training, and Contracting Goals

### A. SAFE HARBOR COMPLIANCE

THE CITY OF OXFORD will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in [section C](#). After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

### B. SAFE HARBOR BENCHMARKS

THE CITY OF OXFORD has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in [ 24 CFR Part 75.9 - for public housing financial assistance] or [24 CFR Part 75.19 - for housing and community development financial assistance]. The safe harbor benchmark goals are as follows:

*(for public housing financial assistance)*

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And





- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

***(for housing and community development financial assistance)***

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, THE CITY OF OXFORD will review and update the Section 3 Plan every 3 years/months, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the THE CITY OF OXFORD are required to certify that they will comply with the requirements of Section 3.

## **C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING**

### **EMPLOYMENT AND TRAINING**

Under the THE CITY OF OXFORD 's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

***(for public housing financial assistance)***

- 1) To residents of the public housing projects for which the public housing financial assistance is expended;



- 2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in YouthBuild programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

***(for housing and community development financial assistance)***

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

## **CONTRACTING**

Under THE CITY OF OXFORD 's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

***(for public housing financial assistance)***

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided;
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance;
- 3) YouthBuild programs; and
- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

***(for housing and community development financial assistance)***

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):
  - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
  - b) YouthBuild programs.





Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

## 4. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from THE CITY OF OXFORD or its contractors/subcontractors for training, employment, or contracting opportunities generated by CHIP housing financial assistance or housing and community development financial assistance]. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses that misrepresent themselves as Section 3 business concerns and report false information to THE CITY OF OXFORD may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

### A. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, THE CITY OF OXFORD will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern; or
- 3) A YouthBuild participant.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

#### ***(for public housing financial assistance)***

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - a) A resident of public housing; or
  - b) A resident of other public housing projects or Section 8-assisted housing; or
  - c) A YouthBuild participant.



*(for housing and community development assistance)*

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
  - b) A YouthBuild participant.

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*The recipient/grantee should establish a certification procedure. The certification procedure should provide step-by-step guidance to eligible Section 3 workers and Targeted Section 3 workers seeking certification.*

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Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form. The certification procedure will consist of the following:



## PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING

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*As a best practice, it is recommended that for projects that include public housing financial assistance and housing and community development financial assistance, that the housing and community development recipient/grantee follow subpart B to maintain consistency in reporting.*

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In cases where Section 3 covered projects include multiple sources of funds, including public housing financial assistance and housing and community development assistance, the THE CITY OF OXFORD must follow the definition of Targeted Section 3 worker and priorities as outlined in subpart B of Part 75. For housing and community development financial assistance, THE CITY OF OXFORD may follow either subpart B or subpart C of Part 75.

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, THE CITY OF OXFORD will follow subpart C of Part 75. Refer to chart in [Appendix B](#).

### B. SECTION 3 BUSINESS CONCERN CERTIFICATION

THE CITY OF OXFORD, should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements can may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to THE CITY OF OXFORD, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form, located at THE CITY OF OXFORD's office.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the THE CITY OF OXFORD previously approved the business concern to be Section 3 certified, then the





certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after 12 months. Establishing a 12-month certification of eligibility period allows the THE CITY OF OXFORD the ability to assess contractor performance to ensure the business is striving to meet the required goals.

## 5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, THE CITY OF OXFORD will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures
- 2) Require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting
- 3) Require contractor to sign the Section 3 Plan at pre-construction conference
- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with CHIP 2025-110.
- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- 6) Maintain a local Section 3 worker/Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal  
<https://hudapps.hud.gov/OpportunityPortal/>
- 8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
- 9) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3businessregistry>
- 10) Leverage THE CITY OF OXFORD 's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
- 11) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

## 6. Section 3 Outreach

### A. OUTREACH EFFORTS FOR EMPLOYMENT AND TRAINING

In order to educate and inform workers and contractors, THE CITY OF OXFORD 's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers
- 3) Conduct an annual training for Section 3 workers and Section 3 businesses

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher";
- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in the THE CITY OF OXFORD database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
- 4) Establishing a current list of Section 3 eligible applicants
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
  - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
  - b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices
  - c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

### B. OUTREACH EFFORTS FOR CONTRACTING

When contracting opportunities arise in connection with the CHIP 2025-110, THE CITY OF OXFORD will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.





- 2) Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Coordinating with THE CITY OF OXFORD 's Business/Economic Development Department and all other business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
- 7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the THE CITY OF OXFORD as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

## 7. Section 3 Contracting Policy and Procedure

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*It is not required, however, recipients may want to consider developing a Section 3 Contracting Policy and Procedure to ensure that Section 3 requirements are incorporated into covered contracts/procurements.*

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THE CITY OF OXFORD will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the THE CITY OF OXFORD be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form.





## 8. Section 3 Provisions/Contract Language

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*To comply with the requirements outlined in 24 CFR Part 75.9 or 75.19, it is recommended that recipients/grantees develop Section 3 language to include in covered contracts, subcontracts and agreements to ensure that the Section 3 requirements of 24 CFR Part 75 are binding to subrecipients, contractors and subcontractors.*

*Additionally, public housing authority recipients may want to consider incorporating a section on Resident Owned Business Contracting and provide the option of utilizing the alternative procurement process in Section 24 CFR Part 963.*

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THE CITY OF OXFORD will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. THE CITY OF OXFORD will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit THE CITY OF OXFORD contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.9 (individual housing financial assistance) or 24 CFR Part 75.19 for housing development financial assistance).

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 9. Reporting Requirements

For Section 3 covered contracts, contractors must submit the Section 3 Performance and Summary Report to THE CITY OF OXFORD's Section 3 Coordinator on a monthly basis, and the annual reporting requirement set forth in that form's instructions.

### A. MONTHLY REPORTING

- 1) Contractors are required to submit monthly activity reports to THE CITY OF OXFORD's Section 3 Coordinator by the 15th day of each month.

### B. ANNUAL REPORTING

- 1) Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year.



- 2) Upon the completion of a project, THE CITY OF OXFORD's CHIP 2025-110 Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.
- 3) THE CITY OF OXFORD's Section 3 Coordinator will submit the Section 3 data into DCA'S required reporting system to DCA at project closeout.

## C. REPORTING ON PROJECTS WITH MULTIPLE FUNDING SOURCES

- 1) For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, THE CITY OF OXFORD and THE CITY OF OXFORD will report on the project as a whole and will identify the multiple associated recipients.
- 2) For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the THE CITY OF OXFORD will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold. Refer to chart in [Appendix B](#).

## 10. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, THE CITY OF OXFORD encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed within 10 calendar days after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. THE CITY OF OXFORD will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) THE CITY OF OXFORD will provide written documentation detailing the findings of the investigation. THE CITY OF OXFORD will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than 10 days after the filing of complaint. If complainants wish to have their concerns considered outside of the THE CITY OF OXFORD a complaint may be filed with:

The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, [www.hud.gov/](http://www.hud.gov/).

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: [www.EEOC.gov](http://www.EEOC.gov).



The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.





## 11. Appendices

### APPENDIX A: DEFINITIONS

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

*1937 Act* means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq.* activities related to *Public Housing*

*Contractor* means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

*Labor hours* means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

*Low-income person* means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

*Material supply contracts* means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

*Professional services* means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

*Public housing financial assistance* means assistance as defined in 24 CFR Part 75.3(a)(1).

*Public housing project* is defined in 24 CFR 905.108.

*Recipient* means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

*Section 3* means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*Section 3 business concern* means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or



(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

*Section 3 Coordinator* is person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.

*Section 3 project* means a project defined in 24 CFR Part 75.3(a)(2).

*Section 3 worker* means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

*Section 8-assisted housing* refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

*Service area or the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

*Small PHA* means a public housing authority that manages or operates fewer than 250 public housing units.

*Subcontractor* means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

*Subrecipient* has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

*Targeted Section 3 worker* has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

*Very low-income person* means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).



*YouthBuild programs* refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).





## APPENDIX B: MULTIPLE FUNDING SOURCES - CHART

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
<b>Public Housing and Housing and Community Development</b>	<b>PHA</b> – must follow subpart B of Part 75  <b>HCD</b> – may follow subpart B or C of Part 75	None *Any amount of PH assistance triggers Section 3	<b>PHA</b> – must follow subpart B of Part 75 <b>HCD</b> – may follow subpart B or C of Part 75	<b>PHA</b> – must follow subpart B of Part 75 <b>HCD</b> – may follow subpart B or C of Part 75 Both - Must report on project as a whole and identify the multiple associated recipients
<b>Multiple Sources of Housing and Community Development</b> <i>(single or multiple recipients)</i>	Must follow subpart C of Part 75	Exceeds \$200,000 for Section 3 projects *LHCHHP exceeds \$100,000	Must follow subpart C of Part 75	Must follow subpart C of Part 75 Must report on project as a whole and identify the multiple associated recipients Must report to the applicable HUD program office, as prescribed by HUD

**CITY OF OXFORD  
RESOLUTION**

**ADOPTION OF COMMUNITY HOME INVESTMENT PROGRAM (CHIP)  
HOMEBUYER ELIGIBILITY AND PROPERTY VALUE LIMITS REQUIREMENTS FOR  
OWNER-OCCUPIED HOUSING REHABILITATION**

**BE IT RESOLVED**, by the State and Sub-Recipient (Recipient) and it is hereby resolved by authority of same.

**WHEREAS**, the Recipient has found it necessary to adopt homeowner's eligibility requirements for the Community HOME Investment Program (CHIP) Grant Number 2025-114 and,

**WHEREAS**, The Recipient have established eligibility requirements as follows:

- Must be a single unit owner-occupied, stick built or modular housing unit.
- Must be properly owned as per 24 CFR 92.254.
- Gross household income must be less than 80% of the average median income (AMI) for the county as established by HUD.
- Must be a homeowner in the described census tracts 1004, 1001.01 and 1001.02 target area
- Must have and maintain fire insurance.
- Must have property taxes paid up to date.
- After rehabilitation property value limit not to exceed 95% of the median property values for the area as per 24 CFR 92.254.

**THEREFORE, BE IT FURTHER RESOLVED** by the Recipient assistance will be provided through the CHIP grant according to the property value limits for homeownership activities as outline in the HOME Final Rule published on July 24, 2013. No home receiving assistance will have an after-rehabilitation value that exceeds 95 percent of the area median purchase price for existing single-family units, as issued by Housing and Urban Development (HUD). The after-rehabilitation value will be established prior to any rehabilitation work being performed, and;

**THEREFORE, BE IT FURTHER RESOLVED AND ADOPTED**, by the Recipient the eligibility requirements that will be used to administer the CHIP program set forth by the Georgia Department of Community Affairs for financial assistance pursuant to this housing rehabilitation grant project.

Adopted by:

\_\_\_\_\_  
Signature of Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Executive Officer



**CITY OF OXFORD  
RESOLUTION**

**ADOPTION OF THE GEORGIA STATUTES POLICIES BY LOCAL  
GOVERNMENTAL ENTITIES**

**BE IT RESOLVED**, by the Mayor and Council Members and it is hereby resolved by authority of same.

**WHEREAS**, the Mayor and Council Members have found it necessary to adopt the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23 and;

**WHEREAS**, the Mayor and Council Members have found it necessary to adopt the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq and;

**WHEREAS**, the Mayor and Council Members have found it necessary to adopt Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91. and;

**WHEREAS**, the Mayor and Council Members have adopted the GA Statutes: Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23; Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq; and Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Mayor and Council agree as follows:

- Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23
- Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq
- Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91

Adopted by:

\_\_\_\_\_  
Signature of Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Executive Officer

## **GA STATUTES**

**2010 Georgia Code**

**TITLE 50 - STATE GOVERNMENT**

**CHAPTER 24 - DRUG-FREE WORKPLACE**

**§ 50-24-3 - Contractors to provide drug-free workplace**

O.C.G.A. 50-24-3 (2010)

50-24-3. Contractors to provide drug-free workplace

(a) The principal representative of a state agency shall not enter into a contract with any contractor, other than an individual, unless the contractor certifies to the principal representative that:

(1) A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and

(2) Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name) , (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

(b) A contractor may satisfy the requirement for providing a drug-free workplace for employees by:

(1) Publishing a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a drug-free awareness program to inform employees about:

(A) The dangers of drug abuse in the workplace;

(B) The contractor's policy of maintaining a drug-free workplace;

(C) Any available drug counseling, rehabilitation, and employee assistance program; and

(D) The penalties that may be imposed upon employees for drug abuse violations;

(3) Providing each employee with a copy of the statement provided for in paragraph (1) of this subsection;

(4) Notifying each employee in the statement provided for in paragraph (1) of this subsection that as a condition of employment, the employee shall:

(A) Abide by the terms of the statement; and

(B) Notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace within five days of the conviction;

(5) Notifying the contracting principal representative within ten days after receiving from an employee or a subcontractor a notice of conviction as provided under subparagraph (B) of paragraph (4) of this subsection or after otherwise receiving actual notice of such a conviction;

(6) Making a good faith effort on a continuing basis to provide a drug-free workplace for employees; and

(7) Requiring that such contractor include in any agreement or contract with a subcontractor a provision that such subcontractor will provide a drug-free workplace for his employees by complying with the provisions of paragraphs (1), (2), (3), (4), and (6) of this subsection and by notifying the contractor of any criminal drug statute conviction for a violation occurring in the workplace involving the subcontractor or its employees within five days of receiving notice of the conviction. The contractor will notify the contracting principal representative pursuant to paragraph (5) of this subsection

#### **Georgia Code**

#### **TITLE 36 - LOCAL GOVERNMENT**

#### **PROVISIONS - PROVISIONS APPLICABLE TO COUNTIES, MUNICIPAL CORPORATIONS, AND OTHER GOVERNMENTAL ENTITIES**

#### **CHAPTER 80 - GENERAL PROVISIONS**

#### **§ 36-80-23 - Prohibition On Immigration Sanctuary Policies By Local Governmental Entities; Certification Of Compliance**

O.C.G.A. 36-80-23 (2010)

36-80-23. Prohibition on immigration sanctuary policies by local governmental entities; certification of compliance.

(a) As used in this Code section, the term:

(1) "Federal officials or law enforcement officers" means any person employed by the United States government for the purpose of enforcing or regulating federal immigration laws and any peace officer certified by the Georgia Peace Officer Standards and Training Council where such federal official or peace officer is acting within the scope of his or her employment for the purpose of enforcing federal immigration laws or preserving homeland security.

(2) "Immigration status" means the legality or illegality of an individual's presence in the United States as determined by federal law.

(3) "Immigration status information" means any information, not including any information required by law to be kept confidential but otherwise including but not limited to any statement, document, computer generated data, recording, or photograph, which is relevant to immigration status or the identity or location of an individual who is reasonably believed to be illegally residing within the United States or who is reasonably believed to be involved in domestic terrorism as that term is

defined in Code Section 16-4-10 or a terroristic act as that term is defined by Code Section 35-3-62.

(4) "Local governing body" means any political subdivision of this state, including any county, consolidated government, municipality, authority, school district, commission, board, or any other local public body corporate, governmental unit, or political subdivision.

(5) "Local official or employee" means any elected or appointed official, supervisor or managerial employee, contractor, agent, or certified peace officer acting on behalf of or in conjunction with a local governing body.

(6) "Sanctuary policy" means any regulation, rule, policy, or practice adopted by a local governing body which prohibits or restricts local officials or employees from communicating or cooperating with federal officials or law enforcement officers with regard to reporting immigration status information while such local official or employee is acting within the scope of his or her official duties.

(b) No local governing body, whether acting through its governing body or by an initiative, referendum, or any other process, shall enact, adopt, implement, or enforce any sanctuary policy.

(c) Any local governing body that acts in violation of this Code section shall be subject to the withholding of state funding or state administered federal funding other than funds to provide services specified in subsection (c) of Code Section 50-36-1.

(d) The Department of Community Affairs, the Department of Transportation, or any other state agency that provides funding to local governing bodies may require certification of compliance with this Code section as a condition of funding.

## **2010 Georgia Code**

### **Title 13 - CONTRACTS**

#### **Chapter 10 - CONTRACTS FOR PUBLIC WORKS**

##### **E - 3. SECURITY AND IMMIGRATION COMPLIANCE**

###### **§ . 13-10-91 ■Illegal Immigration Reform and Enforcement Act**

O.C.G.A. 13-10-91 (2010)

13-10-91. Verification of new employee eligibility; applicability; rules and regulations

(a) Every public employer, including, but not limited to, every municipality and county, shall register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees. Upon federal authorization, a public employer shall permanently post the employer's federally issued user identification number and date of authorization, as established by the agreement for authorization, on the employer's website; provided, however, that if a local public employer does not maintain a website, the identification number and date of authorization shall be published annually in the official legal organ for the county. State departments, agencies, or

instrumentalities may satisfy the requirement of this Code section by posting information required by this Code section on one website maintained and operated by the state.

(b) (1) No public employer shall enter into a contract pursuant to this chapter for the physical performance of services within this state unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Before a bid for any such service is considered by a public employer, the bid shall include a signed, notarized affidavit from the contractor attesting to the following:

(A) The affiant has registered with and is authorized to use the federal work authorization program;

(B) The user identification number and date of authorization for the affiant; and

(C) The affiant is using and will continue to use the federal work authorization program throughout the contract period.

An affidavit required by this subsection shall be considered an open public record once a public employer has entered into a contract for physical performance of services; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 shall be redacted. Affidavits shall be maintained by the public employer for five years from the date of receipt.

(2) No contractor or subcontractor who enters a contract pursuant to this chapter with a public employer or a contractor of a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of this paragraph.

(3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to this chapter, provide a public employer with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor. Such notice shall be provided within five business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.

(4) Contingent upon appropriation or approval of necessary funding and in order to verify compliance with the provisions of this subsection, each year the Commissioner shall conduct no fewer than 100 random audits of public employers and contractors. The

results of the audits shall be published on the [www.open.georgia.gov](http://www.open.georgia.gov) website and on the Georgia Department of Labor's website no later than December 31 of each year. The Georgia Department of Labor shall seek funding from the United States Secretary of Labor to the extent such funding is available.

(5) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to this subsection shall be guilty of a violation of Code Section 16-10-20 and, upon conviction, shall be punished as provided in such Code section. Contractors and subcontractors convicted for false statements based on a violation of this subsection shall be prohibited from bidding on or entering into any public contract for 12 months following such conviction.

(c) This Code section shall be enforced without regard to race, religion, gender, ethnicity, or national origin.

(d) Except as provided in subsection (e) of this Code section, the Commissioner shall prescribe forms and promulgate rules and regulations deemed necessary in order to administer and effectuate this Code section and publish such rules and regulations on the Georgia Department of Labor's website.

(e) The commissioner of the Georgia Department of Transportation shall prescribe all forms and promulgate rules and regulations deemed necessary for the application of this Code section to any contract or agreement relating to public transportation and shall publish such rules and regulations on the Georgia Department of Transportation's website.

(f) No employer or agency or political subdivision, as such term is defined in Code Section 50-36-1, shall be subject to lawsuit or liability arising from any act to comply with the requirements of this Code section.

**HISTORY:** Code 1981, 13-10-91, enacted by Ga. L. 2006, p. 105, 2/SB 529; Ga. L. 2009, p. 970, 1/HB 2; Ga. L. 2010, p. 308, 2.A/SB 447.



**City of Oxford**  
**Invoices >=\$1,000**  
**Paid July 1-31, 2025**

VENDOR	DESCRIPTION	AMOUNT
<b>RECURRING CHARGES</b>		
Newton County Board of Commissioners	Water Purchases – June 2025; Invoice 3398	24,570.00
Newton County Water and Sewer Authority	Sewer operation fees – June 2025	9,539.25
City of Covington	Quarterly Sewers Charges 4/1-6/30/25	12,150.00
Georgia Municipal Association	GMEBS Life & Health Program – Aug 2025	22,990.99
Georgia Municipal Association	GMEBS Retirement Fees – July 2025; Invoice #493600	1,904.84
Municipal Electric Authority of Georgia (MEAG)	Monthly Electric Purchases for June 2025	129,821.77
Electric Cities of Georgia	Consulting and planning services for July 2025	6,956.00
U.S. Dept. of Energy	SEPA Energy Cost – July 2025 – Invoice #B-25-2252	3,005.28
U.S. Dept. of Treasury	Federal Payroll Taxes, July 2025	19,866.04
Courtware Solutions	Licensing, support and maintenance for Municipal Court case management – June 2025	1,200.00
Newton County Board of Commissioners	Landfill fees for June 2025	1,5222.64
Utility Service Co. Inc	Quarterly Water Tank Maintenance July-Sept 2025	3,903.28
Thomson Reuters	Online/Software Subscription Fees May 2025-\$663.28 Online/Software Subscription Fees June 2025-\$497.46	1,160.74
City of Oxford	Monthly Utility Charges 05/14-06/13/2025	1,573.72
KellerMeyer Bergensons Service	Janitorial Srv- City Hall & Asbury Park- July 2025-\$1110.31 Janitorial Srv- City Hall & Asbury Park – May 2025-\$1110.31	2,220.62
<b>PURCHASES/CONTRACT LABOR</b>		
C. David Strickland, P.C.	Legal services, June 2025	3,955.00
Axon Enterprise Inc	Service Contract for Tasers \$3570.80 Service Contracts for Fleet Cameras- \$10,207.68 Service Contracts for Storage Lic. for Body Cams- \$7184.80	20,963.46
Big & Heavy Equipment Service	Repairs to Chipper	1,196.51
HCS Services	Water Main Repairs – Cindy Court- 6/25/25	2,000.00
Great Estates	Green Repair at Asbury Street Park	7,077.60
Pi-Jon, Inc.	Gasoline and diesel fuel for City vehicles; Inv# A26668	4,739.33
LandCare	Mulch Installation at Asbury St Park	7,947.00
Gresco	Materials for Watson St Proj. Inv 10257710-01 \$256.70 Materials for Archer Proj. Inv10244273-05 \$260.00 Materials for El Srv- 112 E. Watson St Inv10260226-01-\$240.65; Inv10260226-00 \$928.25 Materials for Watson St Project Inv10261594-00 \$19,344.90; Inv10261594-01 \$1,417.01; Inv10261594-02 \$534.70; Inv10263860-00 \$9,159.05	32,141.26
Yellow River Landscaping LLC	Mulching Installation Around Trees Within City	3,425.00
East Coast Grading	Street Paving 4/8/25-6/5/2025	744,372.89
Cintas	Uniform Services for Public Works- May 2025 \$1853.42 Uniform Services for Public Works- June 2025 \$1588.88	3,442.30
Burford's Tree	FY 2025 Powerline Tree Trimming, week ending 6/28/2025; Invoice #OXGA2625	17,346.31
Beryl Budd	Professional Services May & June 2025	2,025.00
Mainstreet Designs Inc	Seasonal Event Banners	18,504.00

VENDOR	DESCRIPTION	AMOUNT
Keck & Wood	Project 240349 208 Emory St Drainage Improvements	1,020.00
Atkins Realis	Oxford Pavement Resurfacing CEI Contract \$11,923.86 Three Trails Project #100112766 \$37,560.67 Three Trails Project #100112766 \$30,538.79 Oxford Pavement Resurfacing CEI Contract 130 \$18,077.28 Wayfinding Plan & Design \$20,000.00	118,100.60
Covington News	Ads Promos- Inv# 124678 \$525.00 Classified Ad (City Clerk Position) Inv#124825-26 \$590.00 Parade Ads- Inv#124678 \$525.00	1,685.00
Rushton	Interim Billing- Yr End Audit 06/30/2025- June 2025	10,000.00
Scarborough Tree Inc	E.Watson Street- Emergency Limb Removal	1,200.00
TSW	Design & Consulting Services through 6/30/2025	15,068.90
Anderson Grading & Pipeline	Waterline Repair 636 Moore St	2,500.00
Fieldstone Center	Stackable Boulders for Asbury Street Park (2 <sup>nd</sup> Purchase)	2,880.99