



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, MAY 19, 2025 – 6:30 PM  
CITY HALL**

**ELECTED OFFICIALS PRESENT:**

David Eady - Mayor  
George Holt – Councilmember  
Jim Windham – Councilmember  
Laura McCanless – Councilmember  
Jeff Wearing – Councilmember

**STAFF PRESENT:**

Marcia Brooks –City Clerk/Treasurer  
Bill Andrew – City Manager  
Mark Anglin – Police Chief  
David Strickland – City Attorney

**ELECTED OFFICIALS NOT PRESENT:**

Mike Ready – Councilmember  
Erik Oliver – Councilmember

**OTHERS PRESENT:** Laura Gafnea (Oxford College), Tommy Hailey and Tim Smith (Newton County Sheriff's Office), Jane Fadely

**Agenda (Attachment A)**

**1. Mayor's Announcements**

- Bill Andrew provided updates on the Turkey Creek sewer moratorium. The City of Oxford will be involved with the micro detection efforts. Micro detection will begin this Fall and is expected to be completed in 2026. NCWSA will be installing a flow station at Moore Street.
- Mr. Andrew also announced that the City will be allowed to hold the LMIG supplemental funds and accumulate them toward the next paving event.
- Mr. Andrew announced that the Newton County engineer has asked the City to remove the speed table on Moore Street. He also stated that the City did not have the jurisdiction to set the speed limit at 25 at that spot because it's outside the city limits. Jim Windham and Laura McCanless were in favor of petitioning the County to keep the speed table and speed limit because of the impact on the City of Oxford. Bill Andrew does not recommend this approach because it would increase the amount of paving Oxford would have to maintain, and it is also very dangerous because the speed table is not built correctly. Mayor Eady recommended removing the speed table and asking the County to consider lowering the speed limit further west on Moore Street.

- Staff is working on adding electronic locks and climate control to Old Church.
- The RFP for smart meters will be released this week.

## 2. **Committee Reports**

- a. **Trees, Parks, and Recreation Board** – Mayor Eady and Laura McCanless provided the report.
- b. **Planning Commission** – No report.
- c. **Downtown Development Authority** – Mayor Eady provided the report.
- d. **Sustainability Committee** – Mayor Eady provided the report.

## 3. **Tommy Hailey, Newton County Sheriff's Office Community Liaison**

Mr. Hailey expressed appreciation to the City of Oxford for the City's willingness to partner with Newton County Sheriff's Office to support programs and events that benefit the Newton County communities. He provided information about events coming this year. He or Deputy Tim Smith, who works with Mr. Hailey, will be attending Council meetings for the cities in Newton County.

## 4. **Discussion of FY 2026 Operating Budget** (Appendix B)

Marcia Brooks stated that she will need to find additional funds (revenue) in the Operating Budget if the cost for the ECG Economic & Community Development Program is added (Item #6). Mayor Eady recommended having the DDA pay the full cost for this item.

## 5. **Discussion of FY 2026 Capital Budget, Five-Year Capital Improvement Plan, and FY 2026 Special Revenue Budget** (Attachment C)

Micro detection cost discussed in Item #9 will be added to the Capital budget to be funded by Water/Sewer Capital. CHIP grant information will be added to the Special Revenue budget.

## 6. **ECG Economic & Community Development Program** (Attachment D)

City of Oxford will partner with the DDA to work through this program to facilitate the development of the Town Center area and some other areas that are subject to possible development. The DDA will pay the cost of \$5,076.

## 7. **Discussion of Management of the Oxford Cemetery** (Attachment E)

The City Council discussed concerns about the management of the cemetery by the Oxford Historical Cemetery Foundation (OHCF). Mayor Eady shared that their role seems convoluted to him, and he's not sure if their involvement is necessary.

There was discussion among the City Council members and Bill Andrew regarding the investments not earning as high a yield as possible, and the earnings have not

been adequate to cover the cost of lawn maintenance, which the City has to supplement each year.

Bill Andrew mentioned that a number of the stones have P.C. on them for perpetual care, and that standard that people paid extra for is not being upheld. Also, this option was not made available to African Americans in the past.

Laura McCanless and Jim Windham were in favor of taking back full control of the cemetery. Mr. Windham believes the OHCF should be dissolved and their money placed in a fund with the City of Oxford, with more emphasis on maximizing investment earnings.

Mayor Eady stated that if the City terminates its contract with the OHCF, their purpose for existing will no longer be valid. They would have to dissolve as a 501(c)(3). When a 501(c)(3) is dissolved, the money must be placed in another 501(c)(3) or taken over by a local government.

Mayor Eady proposed notifying the OHCF that in writing of the City's intent and formalizing the decision at the June regular session. David Strickland stated he believes the City can proceed. Jeff Wearing, Jim Windham and Laura McCanless support this approach. George Holt stated he does not think anyone on the OHCF board will be opposed to dissolving. Mayor Eady will work with Bill Andrew and David Strickland to get this task completed.

8. **Second Read – Update to the Oxford Animal Control Ordinance** (Attachment F)  
The ordinance was approved in error at the May 5, 2025 regular session. The May 5, 2025 reading should have been the first reading. David Strickland advised the Mayor and City Council could vote to treat this reading as the second reading.

**Laura McCanless made a motion to treat this reading of the proposed ordinance as the second reading. Jim Windham seconded the motion. The motion was approved unanimously (5/0).**

The Mayor and City Council will vote on final adoption at the June 2, 2025 meeting.

9. **Letter of Agreement with Carter & Sloope to provide engineering services for Micro-Detection for the Turkey Creek Line** (Attachment G)  
There was no discussion.

#### 10. **Other Business**

Marcia Brooks informed the Mayor and City Council of the status of the A/V RFP. Bill Andrew provided an update on the ordinance rewrite project.

#### 11. **Work Session Meeting Review**

**12. Executive Session**

None.

**13. Adjourn**

Mayor Eady adjourned the meeting at 7:47 p.m.

Respectfully Submitted,



Marcia Brooks  
City Clerk/Treasurer

**Oxford Mayor and Council  
Work Session  
Monday, May 19, 2025 – 6:30 P.M.  
Oxford City Hall  
110 W. Clark Street, Oxford, Georgia  
Agenda**

1. **Mayor's Announcements:**
2. **Committee Reports:** The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, and the Sustainability Committee.
3. **Tommy Hailey, Newton County Sheriff's Office Community Liason:** Mr. Hailey will be present to discuss his role with the NCSO and how we may continue to partner with the Sheriff's Office to serve our community.
4. **\*Discussion of FY 2026 Operating Budget:** Please see the attached for the current draft of the Operating Budget.
5. **\*Discussion of FY 2026 Capital Budget, Five-Year Capital Improvement Plan, and FY 2026 Special Revenue Budget:** Please see the attached for the current drafts.
6. **\*ECG Economic & Community Development Program:** Staff is proposing the City and the Oxford DDA split the cost of engaging ECG to put together an economic/community development plan for the Oxford Town Center and the Phillips' Property. ECG has indicated the FY26 budget for Oxford would be \$5,076. If we choose to participate, ECG will add this to our subscribed services.
7. **\*Discussion of the Management of the Oxford Cemetery:** Some Council members asked for this discussion. See attached for our Memorandum of Agreement with the Oxford Historical Cemetery Foundation and their most recent financial statement.
8. **\*Second Read - Update to the Oxford Animal Control Ordinance:** Newton County has requested all municipalities to update their animal control ordinances to provide uniformity across jurisdictions and to ensure compliance with any new state requirements. Chief Anglin and Mr. Strickland have reviewed the suggested ordinance and do not have any concerns. See attached for updated draft.
9. **\*Letter of Agreement with Carter & Sloope to provide engineering services for Micro-Detection for the Turkey Creek Line:** We are going to split the costs 50/50 with Covington on this engineering effort. Micro-detection will pinpoint where water is entering the Turkey Creek Sanitary Sewer line and will then provide a blueprint for a contractor to arrest the infiltration and thus, we will gain capacity in the line. The micro-detection is planned for the Fall of 2025, and it is hoped that construction to fix the line will be complete by the Winter of 2026.

10. **\*Other Business:** Questions or concerns on the City Manager Update.
11. **Work Session Meeting Review:** Mayor Eady will review all the items discussed during the meeting.
12. **Executive Session:** An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.

\*Attachments

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact City Hall at 770-786-7004 promptly to allow the City to make reasonable accommodations for those persons.*

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# Annual Operating Budget - FY2026

July 1, 2025 - June 30, 2026

Adopted xx/xx/2025

Mayor David S. Eady

Councilmembers

Jeff Wearing - Erik Oliver  
Laura McCanless - George Holt  
Mike Ready - Jim Windham

Bill Andrew, City Manager  
Marcia Brooks, City Clerk/Treasurer  
Mark Anglin, Police Chief  
Jody Reid, Supervisor of Public Works and Utilities

	Acct Number	Description	FY2024 Budget (Amended)	FY2024 Actual	FY2025 Budget	FY2025 Actual thru January	FY2025 Estimate full year	FY2026 Recommend	Comments
<b>GENERAL FUND - REVENUE</b>									
1	100-0000-311100-000	Real Property Tax-Current Yr.	\$ 172,000	\$ 204,691	226,109	\$ 209,060	\$ 220,000	\$ 235,000	most payments are received by January each year
2	100-0000-311200-000	Property Tax - Prior Year	\$ 4,021	\$ 3,986	3,500	\$ 9,147	\$ 15,680	\$ 10,000	
3	100-0000-311310-000	Motor Vehicle Adv.	\$ 1,500	\$ 1,694	1,000	\$ 678	\$ 1,163	\$ 1,000	
4	100-0000-311315-000	Motor Vehicle TAVT	\$ 180,000	\$ 197,831	183,000	\$ 137,909	\$ 236,415	\$ 225,000	
5	100-0000-311340-000	Intangible Tax	\$ 4,853	\$ 3,100	1,000	\$ 2,079	\$ 3,564	\$ 1,500	
6	100-0000-311600-000	Real Estate Transfer	\$ 1,122	\$ 2,517	1,500	\$ 1,197	\$ 2,053	\$ 1,500	
7	100-0000-311710-000	Electric Franchise Tax	\$ 2,530	\$ 2,454	2,500		\$ -	\$ 2,500	
8	100-0000-311730-000	Gas Franchise Tax	\$ 11,580	\$ 15,465	10,000	\$ 5,613	\$ 9,623	\$ 15,000	
9	100-0000-311750-000	TV Cable Franchise Tax	\$ 30,000	\$ 30,580	32,000	\$ 11,078	\$ 18,991	\$ 30,000	
10	100-0000-311760-000	Telephone Franchise Tax	\$ 4,440	\$ 5,378	1,500	\$ 473	\$ 810	\$ 1,000	
11	100-0000-313100-000	LOST Sales & Use Tax	\$ 582,000	\$ 684,073	605,000	\$ 351,860	\$ 603,189	\$ 650,000	
12	100-0000-316100-000	General Occupational Tax	\$ 11,000	\$ 11,668	11,000	\$ 5,387	\$ 9,234	\$ 10,000	Business License payments
13	100-0000-316200-000	Insurance Premium Tax	\$ 180,000	\$ 203,837	195,000	\$ 219,438		\$ 230,000	One check per year, based on property values
14	100-0000-319000-000	Penalty/Interest on Del Taxes	\$ 1,000	\$ 837	1,000	\$ 1,257	\$ 2,154	\$ 1,250	
15	100-0000-321200-000	General Building Permits	\$ 10,000	\$ 5,418	5,000	\$ 3,477	\$ 5,960	\$ 5,000	
16	100-0000-322901-000	Misc. Income	\$ 250	\$ 7,423	250	\$ 146	\$ 251	\$ 250	
17	100-0000-322990-001	Farmer's Market Permits		\$ 315	50	\$ 320	\$ 549	\$ 600	
18	100-0000-334200-000	State Grants		\$ 15,638	69,485	\$ 29,321		\$ 75,000	Reimbursements for TAG Grant
19	100-0000-335800-000	Intergovernmental Revenues	\$ 56,500	\$ 76,034	28,500		\$ -	\$ 30,000	LMIG
20	100-0000-341400-000	Printing/Duplicating Service	\$ 100	\$ 30	100	\$ 37	\$ 64	\$ 100	
21	100-0000-341910-000	Election Qualifying Fees	\$ 750	\$ 576			\$ -	\$ 750	
22	100-0000-349100-000	Cemetery Fees	\$ 5,000	\$ 7,500	5,000	\$ 3,250	\$ 5,571	\$ 5,000	
23	100-0000-349300-000	Bad Check Fees	\$ 500	\$ 135	250		\$ -	\$ 250	
24	100-0000-351000-000	Fines & Forfeitures	\$ 77,640	\$ 60,376	75,000	\$ 14,152	\$ 24,261	\$ 25,000	
25	100-0000-361000-000	Interest Revenues	\$ 50,000	\$ 166,396	125,000	\$ 103,940	\$ 178,183	\$ 150,000	interest rates less stable in FY 2026
26	100-0000-371000-000	Contributions from Private Sources	\$ 2,000				\$ -		most commonly comes from film donations. Query
27	100-0000-371000-002	July 4th Donations		\$ 2,450	2,000		\$ -	\$ 2,000	
28	100-0000-381000-000	Rents and Royalties	\$ 12,000	\$ 5,375			\$ -		
29	100-0000-381000-002	Rents and Royalties - ASP Pavilion			6,000	\$ 2,200	\$ 3,771	\$ 5,000	
30	100-0000-381000-003	Rents and Royalties - Old Church			5,000		\$ -		
31	100-0000-381000-004	Rents and Royalties - Town Green			1,500		\$ -		
32	100-0000-381001-000	Lease Agreement Income	\$ 33,507	\$ 33,507		\$ 33,296			810 Whatcoat Building Lease - Oxford College.
33	100-0000-381002-000	Lease - Verizon	\$ 30,703	\$ 39,082	30,000	\$ 17,921	\$ 30,722	\$ 39,000	Water Tower Antenna - Verizon Wireless.
34	100-0000-389000-000	Misc. Revenue	\$ 2,000		2,000		\$ -	\$ 1,000	
35	100-0000-392300-000	Proceeds-Dispose of Assets		\$ 8,540			\$ -		
		REVENUES TOTAL	\$ 1,466,996	\$ 1,796,906	1,629,244	\$ 1,163,235	\$ 1,372,206	\$ 1,752,700	

	Acct Number	Description	FY2024 Budget (Amended)	FY2024 Actual	FY2025 Budget	FY2025 Actual thru January	FY2025 Estimate full year	FY2026 Recommend	Comments
<b>GENERAL FUND - EXPENDITURES</b>									
<b>CITY COUNCIL</b>									
1	100.1100.511100.000	Regular Employees	\$ 34,800	\$ 30,000	34,800	\$ 17,500	\$ 30,000	\$ 34,800	
2	100.1100.512200.000	Social Security (FICA)	\$ 2,662	\$ 2,295	2,662	\$ 1,339	\$ 2,295	\$ 2,662	
3	100.1100.523100.000	Liability Insurance	\$ 15,000	\$ 9,255	20,000	\$ 12,499		\$ 15,000	Annual bill in April.
4	100.1100.523600.000	Education & Training	\$ 5,000	\$ 2,579	5,000	\$ 1,258	\$ 2,157	\$ 3,000	
5	100.1400.511100.000	Reg Employees - Election	\$ 750			\$ -	\$ -	\$ 750	
		SUBTOTAL	\$ 58,212	\$ 44,129	62,462	\$ 32,596	\$ 34,452	\$ 56,212	

	Acct Number	Description	FY2024 Budget (Amended)	FY2024 Actual	FY2025 Budget	FY2025 Actual thru January	FY2025 Estimate full year	FY2026 Recommend	Comments
<b>GENERAL GOVERNMENT</b>									
1	100.1500.511100.000	Regular Employees	\$ 298,789	\$ 295,986	345,533	\$ 190,352	\$ 326,318	\$ 352,396	100% of City Clerk, Deputy City Clerk, 2 associate clerks, City Manager, Accounting Specialist
2	100.1500.511300.000	Overtime	\$ 6,000	\$ 6,693	6,000	\$ 5,656	\$ 6,000	\$ 6,000	
3	100.1500.512100.000	Group Insurance	\$ 65,000	\$ 78,186	69,710	\$ 60,382	\$ 103,511	\$ 61,855	Health, Life, Short and Long term disability
4	100.1500.512200.000	Social Security (FICA)	\$ 22,857	\$ 23,078	26,433	\$ 14,995	\$ 25,705	\$ 26,958	
5	100.1500.512400.000	Retirement Plan Expense	\$ 20,250	\$ 9,767	8,500	\$ 6,064	\$ 10,395	\$ 9,096	Stacey portion of defined benefit plan
6	100.1500.512450.000	Retirement Cont. (DC) 401	\$ 17,927	\$ 10,880	20,732	\$ 7,104	\$ 12,178	\$ 21,144	6%
7	100.1500.512700.000	Workers' Comp Insurance	\$ 1,200	\$ 1,168	1,200		\$ 2,125	\$ 2,200	
8	100.1500.512900.000	Unemployment Payments	\$ 6,500				\$ -		
9	100.1500.521200.001	Legal/Professional Services	\$ 125,000	\$ 109,788	130,000	\$ 79,166	\$ 135,713	\$ 135,000	City Attorney, CPA Firm, Audit Services, Tax Assessor's Office
10	100.1500.521200.002	Building Permit (BV)	\$ 7,500	\$ 825	4,000	\$ 5,614	\$ 9,624	\$ 8,000	Contract with Bureau Veritas
11	100.1500.521200.004	Code Enforcement Services	\$ 6,000	\$ 5,135	6,000	\$ 10,595		\$ 6,000	Contract with Bureau Veritas ended in FY 2025
12	100.1500.521202.000	Fire Services - Newton County	\$ 50,000	\$ 53,632	55,000	\$ 61,694		\$ 65,000	Annual tax bill from Newton County
13	100.1500.521300.000	Technical Purchased Service	\$ 65,000	\$ 66,229	75,000	\$ 27,185	\$ 46,603	\$ 72,000	VC3, drug screens/physicals, software licenses, BS&A annual fees (includes additions for CivicPlus website redesign and agenda software)
14	100.1500.522200.000	Repairs & Maintenance	\$ 30,000	\$ 27,958	30,000	\$ 26,879	\$ 46,077	\$ 40,000	
15	100.1500.522200.001	Whatcoat Building Maintenance	\$ 5,000	\$ 2,300			\$ -		removed for FY 2024 - transfer to DDA
16	100.1500.522200.002	YH Welcome Center	\$ 2,000		10,000		\$ -		
17	100.1500.522320.000	Equipment Leases and Rentals	\$ 1,300	\$ 1,336	1,300	\$ 720	\$ 1,233	\$ 1,350	Lease for copier at City Hall
18	100.1500.523100.000	Liability Insurance	\$ 12,800	\$ 9,567	15,000	\$ 13,655		\$ 15,000	Annual bill in April
19	100.1500.523200.000	Telephone - Postage	\$ 26,000	\$ 20,722	22,000	\$ 17,663	\$ 30,279	\$ 30,000	
20	100.1500.523300.000	Advertising & Promotions	\$ 10,000	\$ 4,250	5,000	\$ 3,745	\$ 6,420	\$ 6,000	
21	100.1500.523320.000	July 4th Parade Expenses	\$ 15,000	\$ 19,930	15,000	\$ 3,011	\$ 5,162	\$ 15,000	
22	100.1500.523600.000	Dues & Fees	\$ 12,000	\$ 8,963	15,000	\$ 8,661	\$ 14,847	\$ 15,000	
23	100.1500.523700.000	Education & Training	\$ 10,000	\$ 2,523	10,000	\$ 1,856	\$ 3,181	\$ 7,500	
24	100.1500.531100.000	Supplies & Materials	\$ 17,000	\$ 10,154	15,000	\$ 6,312	\$ 10,820	\$ 10,000	
25	100.1500.531200.000	Energy - Utilities	\$ 17,000	\$ 9,688	10,000	\$ 8,617	\$ 14,772	\$ 15,000	
26	100.1500.531600.000	Small Equipment Under \$5,000	\$ 4,000	\$ 2,902	4,000	\$ 750	\$ 1,286	\$ 2,500	
27	100.1500.531600.001	Computer Upgrades	\$ 4,000		3,900	\$ 3,182	\$ 5,455	\$ 6,000	new PCs for City Hall admin staff
28	100.1500.531700.000	Other/Meetings & Events	\$ 7,500	\$ 3,509	5,000	\$ 2,806	\$ 4,810	\$ 5,000	
29	100.1500.542300.000	Furniture and Fixtures	\$ 2,500	\$ 2,788	8,000	\$ 150	\$ 257	\$ 3,500	add 5,000 for history storyboards and display cabinets (FY 2025)
30	100.1500.579000.000	Contingency - General	\$ 5,000		5,000		\$ -	\$ 5,000	
31	100.1500.579010.000	Contingencies - Cash over & short	\$ 500	\$ 2,210	500	\$ (1,801)	\$ (3,088)	\$ 500	
32	100.1500.611000-200	Funding for DDA						\$ 1,000	
		SUBTOTAL	\$ 873,623	\$ 790,166	922,808	\$ 565,010	\$ 819,685	\$ 943,998	

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<b>COURT</b>									
1	100.2500.521200.001	Contract - Judge	\$ 6,250	\$ 6,250	6,250	\$ 3,125	\$ 5,357	\$ 6,250	
2	100.2500.521210.000	Contract - Public Defender	\$ 625		625		\$ -	\$ 625	
3	100.2500.521211.000	Contract - Solicitor	\$ 6,000	\$ 5,800	6,000	\$ 150	\$ 257	\$ 6,000	
4	100.2500.523600.000	Subpoena fee	\$ 400	\$ 25	250	\$ 401	\$ 687	\$ 500	Moved from Police to Court in FY 2023
5	100.2500.523700.000	Education - Clerk	\$ 1,500	\$ 933	1,500	\$ 1,146	\$ 1,965	\$ 2,000	
6	100.2500.523701.000	Education - Judge	\$ 750	\$ 1,965	750		\$ -	\$ 2,000	
7	100.2500.523850.000	Contract - Translator	\$ 500	\$ 600	1,000	\$ 418	\$ 716	\$ 1,000	
8	100.2500.571000.000	Court Disposition Funds Payable	\$ 25,000	\$ 17,513	22,000	\$ 5,029	\$ 8,622	\$ 12,000	Moved from Police to Court in FY 2023
		SUBTOTAL	\$ 41,025	\$ 33,086	38,375	\$ 10,268	\$ 17,603	\$ 30,375	

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<b>POLICE DEPARTMENT</b>									
1	100.3200.511000.000	Regular Employees	\$ 237,979	\$ 256,362	284,314	\$ 144,720	\$ 248,091	\$ 287,540	100% of Police Chief + 3 officers, Admin Specialist
2	100.3200.511300.000	Overtime	\$ 10,000	\$ 13,222	10,000	\$ 7,738	\$ 13,266	\$ 13,000	
3	100.3200.512100.000	Group Insurance	\$ 20,300	\$ 5,339	23,290	\$ 18,495	\$ 31,705	\$ 46,120	Health, Life, Short and Long term disability
4	100.3200.512200.000	Social Security (FICA)	\$ 18,205	\$ 20,556	21,750	\$ 11,663	\$ 19,994	\$ 21,997	
5	100.3200.512450.000	Retirement Cont. (DC) 401	\$ 14,279	\$ 11,463	14,797	\$ 4,857	\$ 8,326	\$ 17,252	6%
6	100.3200.512700.000	Workers' Comp Insurance	\$ 8,000	\$ 7,824	8,000		\$ 10,955	\$ 11,500	
7	100-3200-521200-000	Legal & Professional	\$ 2,500		2,500		\$ -	\$ 2,500	
8	100.3200.521300.000	Tech Purch Serv/Courtware	\$ 14,400	\$ 13,200	15,000	\$ 8,400	\$ 14,400	\$ 15,000	
9	100.3200.521301.000	Service Contracts	\$ 34,200	\$ 19,101	35,000	\$ 24,171	\$ 41,435	\$ 33,000	Axon (20,486.00), FLOCK (9,000.00)
10	100.3200.521302.000	Technical Services - VC3	\$ 2,400		2,500	\$ 136	\$ 233	\$ 2,500	VC3 Charges
11	100.3200.522200.003	Vehicle Repairs & Maint	\$ 8,000	\$ 12,118	10,000	\$ 1,789	\$ 3,066	\$ 10,000	
12	100.3200.522201.000	Equip Repairs & Maint	\$ 3,000	\$ 839	3,000		\$ -	\$ 3,000	Radio Repair
13	100.3200.522310.000	Rentals	\$ 500	\$ 398	500	\$ 385	\$ 660	\$ 700	Indoor Shooting Range
14	100.3200.523100.000	Liability Insurance	\$ 23,500	\$ 25,095	30,000	\$ 30,071		\$ 33,000	Annual bill in April
15	100.3200.523200.000	Telephone-Postage	\$ 6,200	\$ 5,330	5,000	\$ 4,737	\$ 8,121	\$ 7,500	
16	100.3200.523600.000	Dues & Fees	\$ 200	\$ 219	1,000	\$ 370	\$ 634	\$ 1,000	GA Chiefs' Assoc., IACP, RADAR/LIDAR Cert.
17	100.3200.523700.000	Education & Training	\$ 6,000	\$ 3,600	5,000	\$ 2,030	\$ 3,480	\$ 5,000	
18	100.3200.523900.000	Prisoner Housing & costs	\$ 10,000	\$ 2,340	6,000	\$ 60	\$ 103	\$ 6,000	
19	100.3200.531101.000	Office Supplies & Materials	\$ 2,000	\$ 1,805	2,000	\$ 1,172	\$ 2,009	\$ 3,000	
20	100.3200.531102.000	Operational Supplies & Materials	\$ 5,000	\$ 6,873	3,000	\$ 3,578	\$ 6,133	\$ 5,000	
21	100.3200.531270.000	Gasoline	\$ 10,000	\$ 6,923	7,500	\$ 5,845	\$ 10,020	\$ 7,500	
22	100.3200.531600.000	Small Equipment Under \$5,000	\$ 7,000	\$ 853	7,000	\$ 3,658	\$ 6,270	\$ 7,000	
23	100.3200.531600.001	Computer Upgrades	\$ 3,000	\$ 258	3,000		\$ -	\$ 3,000	
24	100.3200.531700.000	Uniforms	\$ 5,000	\$ 3,825	5,000	\$ 2,925	\$ 5,015	\$ 10,000	changing from black to blue in FY 2026
25	100.3800.342500.000	E-911 Center	\$ 25,000	\$ 13,494	17,000		\$ -	\$ 17,000	
		SUBTOTAL	\$ 476,663	\$ 431,037	522,151	\$ 276,799	\$ 433,916	\$ 569,110	

	Acct Number	Description	FY2024 Budget (Amended)	FY2024 Actual	FY2025 Budget	FY2025 Actual thru January	FY2025 Estimate full year	FY2026 Recommend	Comments
<b>STREET DEPARTMENT</b>									
1	100.4200.511100.000	Regular Employees-Street	\$ 81,901	\$ 85,671	110,412	\$ 56,646	\$ 97,107	\$ 115,118	60% of 3 groundskeepers + 33% of equipment operator/meter reader + 100% of refuse/collection worker
2	100.4200.511300.000	Overtime	\$ 1,500	\$ 1,196	1,500	\$ 1,590	\$ 2,725	\$ 1,500	
3	100.4200.512100.000	Employee Insurance	\$ 20,000	\$ 21,943	37,481	\$ 18,692	\$ 32,043	\$ 40,634	Health, Life, Short and Long term disability
4	100.4200.512200.000	Social Security (FICA)	\$ 6,265	\$ 6,618	8,447	\$ 4,435	\$ 7,603	\$ 8,807	
5	100.4200.512450.000	Retirement Cont. (DC) 401	\$ 4,914	\$ 3,785	6,625	\$ 2,823	\$ 4,840	\$ 6,907	6%
6	100.4200.512700.000	Workers' Comp Insurance	\$ 5,000	\$ 7,383	5,000		\$ 3,295	\$ 3,500	
7	100.4200.521200.001	Professional (Arborist)	\$ 1,500	\$ 750	750	\$ 3,413	\$ 5,850	\$ 3,500	
8	100.4200.521201.000	Professional - Engineering	\$ 5,000	\$ 7,413	5,000		\$ -	\$ 5,000	
9	100.4200.522110.000	Disposal Services-Landfill Fees			12,000	\$ 6,255	\$ 10,723	\$ 12,000	Moved from Solid Waste for FY 2025
10	100.4200.522200.000	Veh & Equip Repairs & Maint	\$ 15,000	\$ 20,390	18,000	\$ 10,716	\$ 18,370	\$ 18,000	
11	100.4200.523600.000	Dues and Fees	\$ 100		100		\$ -	\$ 100	
12	100.4200.523700.000	Education & Training	\$ 500		500		\$ -	\$ 500	
13	100.4200.523850.000	Contract Labor	\$ 7,500	\$ 4,410	28,500	\$ 9,878	\$ 16,934	\$ 25,000	Temporary help; moved 21,000 from Solid Waste
14	100.4200.531100.000	Supplies & Materials	\$ 15,000	\$ 13,824	16,000	\$ 7,903	\$ 13,547	\$ 15,000	Increase in pricing
15	100.4200.531270.000	Gasoline/Diesel	\$ 4,000	\$ 3,268	4,000	\$ 1,988	\$ 3,408	\$ 9,500	added 5,500 from Solid Waste in FY 26
16	100.4200.531600.000	Small Equipment Under \$5,000	\$ 1,500	\$ 1,625	1,500	\$ 1,325	\$ 2,272	\$ 1,500	
17	100.4200.531700.000	Uniforms	\$ 2,500	\$ 4,359	2,500	\$ 2,311	\$ 3,962	\$ 6,200	added 1,700 from Solid Waste in FY 26
18	100.4200.531800.000	Stormwater Management	\$ 3,500	\$ 7,050	4,500		\$ -	\$ 4,500	Annual stormwater report
19	100.4200.531901.000	City Tree Removal	\$ 30,000	\$ 28,238	10,000	\$ 39,300	\$ 67,371	\$ 40,000	Trees continue to decline
20	100.4200.532100.000	Sidewalks	\$ 3,000	\$ 700	5,000		\$ -		
21	100.4221.541200.003	LMIG Street Repairs	\$ 80,000		28,500		\$ -	\$ 30,000	
22	100.4200.541200.011	Street Repairs	\$ 5,000	\$ 10,405	10,000		\$ -	\$ 10,000	
23	100.4200.552200.000	Property Claims <\$1,000	\$ 1,000		1,000		\$ -	\$ 1,000	
		SUBTOTAL	\$ 294,680	\$ 229,028	317,315	\$ 167,275	\$ 290,052	\$ 358,266	
<b>CEMETERY</b>									
1	100.4900.522200.003	Cemetery Found. Maint. Suppl.	\$ 5,000		5,000	\$ 5,000	\$ 5,000	\$ 5,000	
2	100.4900.531900.000	Tree Removal/Planting	\$ 2,500	\$ 1,163	1,500		\$ -	\$ 1,500	Fewer trees are in need of removal
3	100.4900.573000.000	Cemetery Sales Payments to Foundation			3,500	\$ 1,000	\$ 1,714	\$ 2,500	Added for FY 2025 (offset to revenue in prior years)
		SUBTOTAL	\$ 7,500	\$ 1,163	10,000	\$ 6,000	\$ 6,714	\$ 9,000	

	Acct Number	Description	FY2024 Budget (Amended)	FY2024 Actual	FY2025 Budget	FY2025 Actual thru January	FY2025 Estimate full year	FY2026 Recommend	Comments
<b>PARKS AND RECREATION DEPARTMENT</b>									
1	100.6200.511100.000	Regular Employees - Parks & Rec.	\$ 41,845	\$ 21,291	42,168	\$ 13,321	\$ 22,837	\$ 43,208	40% of 3 groundskeepers
2	100.6200.511300.000	Overtime	\$ 500	\$ 7	500	\$ 3	\$ 4	\$ 500	
3	100.6200.512100.000	Group Insurance	\$ 6,500	\$ 9,881	14,370	\$ 6,158	\$ 10,556	\$ 15,689	Health, Life, Short and Long term disability
4	100.6200.512200.000	Social Security (FICA)	\$ 3,201	\$ 1,626	3,226	\$ 969	\$ 1,662	\$ 3,305	
5	100.6200.512450.000	Retirement Cont. (DC) 401	\$ 2,511	\$ 952	2,530	\$ 568	\$ 974	\$ 2,592	6%
6	100.6200.512700.000	Workers' Comp Insurance	\$ 1,000	\$ 397	1,000		\$ 1,760	\$ 2,000	
7	100.6200.521200.001	Professional (arborist)	\$ 700	\$ 2,358	2,000		\$ -	\$ 3,500	
8	100.6200.521300.001	TAG Grant Technical Services		\$ 12,615	59,485	\$ 46,905	\$ 80,409	\$ 75,000	
9	100.6200.522200.003	Veh & Equip Repairs & Maint	\$ 1,000	\$ 1,769	3,000	\$ 6,630	\$ 11,366	\$ 12,000	
10	100.6200.523200.000	Telephone/Postage				\$ 1,047	\$ 1,794	\$ 4,300	wifi equipment in Asbury St Park needs replacing - add \$1,000 in FY 2026; wifi at Old Church
11	100.6200.523850.000	Contract Labor - Temporary Help	\$ 5,000	\$ 60	5,000	\$ 2,723	\$ 4,667	\$ 5,000	
12	100.6200.523850.001	Old Church Events Management Contract			5,000		\$ -	\$ 5,000	cleaning, access management
13	100.6200.531100.000	Supplies & Materials	\$ 21,000	\$ 4,024	23,000	\$ 8,798	\$ 15,082	\$ 21,000	
14	100.6200.531102.000	Supplies & Materials - General Cleaning/Maint.			12,400	\$ 30	\$ 52	\$ 5,000	
15	100.6200.531103.000	TAG Grant Supplies & Materials			10,000		\$ -		
16	100.6200.531104.000	Supplies & Materials - Trees, Plants, Mulch			10,000		\$ -	\$ 16,000	Playground/Asbury St. Park mulch
17	100.6200.531200.000	Energy - Utilities	\$ 7,000	\$ 3,117	5,500	\$ 2,623	\$ 4,496	\$ 5,500	Utilities for Asbury Street Park and Old Church
18	100.6200.531270.000	Gasoline/Diesel	\$ 1,000	\$ 1,311	2,000	\$ 621	\$ 1,065	\$ 1,500	
19	100.6200.531600.000	Small Equipment Under \$5,000	\$ 1,000		1,000		\$ -	\$ 1,000	
20	100.6200.531700.000	Uniforms	\$ 900	\$ 1,946	1,000	\$ 916	\$ 1,570	\$ 1,700	
21	100.6200.531900.000	Tree Board	\$ 21,003	\$ 15,612	27,006	\$ 525	\$ 900	\$ 33,009	Includes expenses for Arbor Day (See note)
22	100.6200.531910.000	City Parks and Trail Maintenance	\$ 45,000	\$ 31,809	45,000	\$ 7,623	\$ 13,068	\$ 35,500	Includes landscape maintenance contract for Asbury Street Park and invasive control/removal (ReForest ATL)
		SUBTOTAL	\$ 159,160	\$ 108,775	275,185	\$ 99,460	\$ 172,262	\$ 292,304	



	Acct Number	Description	FY2024 Budget (Amended)	FY2024 Actual	FY2025 Budget	FY2025 Actual thru January	FY2025 Estimate full year	FY2026 Recommend	Comments
<b>WATER &amp; SEWER FUND - REVENUES</b>									
1	505.0000.344210.000	Water Charges/Sales	\$ 572,000	\$ 615,480	650,000	\$ 427,701	\$ 733,202	\$ 766,500	FY 26 - 730,000 + 5% = 766,500
2	505.0000.344215.000	Water Tap Fees	\$ 4,000	\$ 14,389	5,000	\$ 2,951	\$ 5,059	\$ 5,000	
3	505.0000.344255.000	Sewer Charges/Sales	\$ 239,238	\$ 218,577	220,000	\$ 137,419	\$ 235,575	\$ 246,750	FY 26 = 235,000 + 5% = 246,750
4	505.0000.344256.000	Sewer Tap Fees	\$ 4,000	\$ 7,200	5,000	\$ 3,600	\$ 6,171	\$ 5,000	
5	505.0000.344280.000	Hydrant Meter	\$ 500	\$ 200	500		\$ -	\$ 500	
6	505.0000.361000.000	Interest Revenues	\$ 300	\$ 464	550	\$ 623	\$ 1,068	\$ 1,000	
7	505.4300.344255-001	System Development Charges - Sewer				\$ 2,210		\$ 4,500	
8	505.4440.344210.001	System Development Charges - Water				\$ 732		\$ 1,450	
		TOTAL REVENUES	\$ 820,038	\$ 856,311	881,050	\$ 575,235	\$ 981,074	\$ 1,030,700	
<b>WATER &amp; SEWER FUND - EXPENDITURES</b>									
1	505.4300.511100.000	Regular Employees	\$ 62,856	\$ 58,282	61,802	\$ 32,427	\$ 55,588	\$ 65,561	33% of equipment operator/meter reader + 100% of Public Works Maintenance Worker + 33% of utility billing clerk
2	505.4300.511300.000	Overtime	\$ 3,000	\$ 2,724	3,000	\$ 1,788	\$ 3,065	\$ 3,000	
3	505.4300.512100.000	Employee Insurance	\$ 24,000	\$ 18,614	25,415	\$ 14,957	\$ 25,641	\$ 27,312	Health, Life, Short and Long term disability
4	505.4300.512200.000	Social Security (FICA)	\$ 4,809	\$ 4,458	4,728	\$ 2,617	\$ 4,487	\$ 5,015	
5	505.4300.512450.000	Retirement Cont. (DC) 401	\$ 3,771	\$ 2,586	3,708	\$ 1,574	\$ 2,698	\$ 3,934	6%
6	505.4300.512700.000	Workers' Comp Insurance	\$ 5,000	\$ 4,590	5,000		\$ 3,594	\$ 4,000	
7	505.4300.521200.000	Legal & Professional	\$ 6,000	\$ 50,592	6,500	\$ 4,039	\$ 6,925	\$ 7,000	
8	505.4300.521300.000	Sewer Treatment Fees	\$ 120,000	\$ 140,478	120,000	\$ 86,642	\$ 148,528	\$ 160,000	
9	505.4300.522200.005	Veh & Equip Repairs & Maint		\$ 654	22,000	\$ 800	\$ 1,372	\$ 20,000	Split into three accounts below:
		Building Repairs	\$ 2,500				\$ -		
		Equipment Repair and Rental	\$ 2,500				\$ -		
		Vehicle Repairs	\$ 2,500				\$ -		
10	505.4300.522200.010	Service Contracts	\$ 18,000	\$ 24,192	15,000	\$ 15,644	\$ 26,819	\$ 30,000	Jet Utility, ACS, Utility Service Co., Kraft Power;
11	505.4300.523100.000	Liability Insurance	\$ 4,800	\$ 3,967	7,500	\$ 4,910		\$ 6,000	Annual bill in April
12	505.4300.523200.000	Telephone-Postage	\$ 1,500	\$ 514	1,000	\$ 480	\$ 823	\$ 1,000	
13	505.4300.523600.000	Dues & Fees	\$ 2,000	\$ 1,087	2,000	\$ 5,827	\$ 9,989	\$ 5,000	
14	505.4300.523700.000	Education & Training	\$ 5,000	\$ 3,167	5,000	\$ 1,920	\$ 3,291	\$ 6,500	New employee to maintain W/S license
15	505.4300.523850.000	Contract Labor	\$ 30,000	\$ 62,010	36,500	\$ 37,950	\$ 65,057	\$ 65,000	
16	505.4300.531100.000	Materials & Supplies	\$ 23,000	\$ 25,189	30,000	\$ 8,593	\$ 14,731	\$ 30,000	Increase in costs
17	505.4300.531200.000	Energy - Utilities	\$ 2,500	\$ 2,998	2,500	\$ 2,336	\$ 4,004	\$ 3,500	
18	505.4300.531270.000	Gasoline/Diesel	\$ 4,000	\$ 3,145	4,000	\$ 2,235	\$ 3,832	\$ 4,000	
19	505.4300.531510.000	Water for Resale	\$ 200,000	\$ 229,550	215,000	\$ 150,764	\$ 258,453	\$ 274,143	7/1/25 increase - from 2.34/1000 gal to 2.64/1000 gal; CY 2024 total 103,842 x 2.64
20	505.4300.531600.000	Small Equipment Under \$5,000	\$ 3,000		3,000	\$ 2,688	\$ 4,608	\$ 5,000	
21	505.4300.531700.000	Uniforms	\$ 3,000	\$ 3,292	2,500	\$ 1,619	\$ 2,775	\$ 3,000	Increase in costs
22	505.4300.552200.000	Property Claims <\$1,000	\$ 1,000		1,000		\$ -	\$ 1,000	
23	505.4300.561000.000	Depreciation Expense	\$ 215,000	\$ 219,033	215,000		\$ -	\$ 220,000	
24	505.4300.574000.000	Bad Debt Expense	\$ 8,000		8,000		\$ -	\$ 5,000	
25	505.4300.579000.000	Contingency			5,000		\$ -	\$ 5,000	
26	505.4300.582000.000	GEFA Loan Interest Payback	\$ 2,500	\$ 2,475	2,500	\$ 1,245	\$ 2,134	\$ 3,000	Emory Street Sewer Project + Oxford Rd. (add)
		TOTAL EXPENDITURES	\$ 760,236	\$ 863,597	807,653	\$ 381,054	\$ 648,412	\$ 962,964	

	Acct Number	Description	FY2024 Budget (Amended)	FY2024 Actual	FY2025 Budget	FY2025 Actual thru January	FY2025 Estimate full year	FY2026 Recommend	Comments
<b>ELECTRIC FUND - REVENUES</b>									
1	510.0000.344310.000	Electric Sales	\$ 2,371,000	\$ 2,153,484	2,300,000	\$ 1,351,962	\$ 2,317,650	\$ 2,300,000	% revenue
2	510.0000.344311.000	Penalties After the 15th	\$ 75,000	\$ 58,219	75,000	\$ 29,886	\$ 51,233	\$ 55,000	
3	510.0000.344312.000	Service Charges	\$ 7,800	\$ 6,785	65,000	\$ 6,500	\$ 11,143	\$ 15,000	
4	510.0000.349300.000	Bad Check Fees		\$ 60		\$ 120	\$ 206	\$ 250	
5	510.0000.349900.000	Online Bill Pay Convenience Fee	\$ 500				\$ -		Fees to pay bills online.
6	510.0000.361000.000	Interest Revenue	\$ 200	\$ 395	350	\$ 241	\$ 413	\$ 450	
7	510.0000.361001.001	MCT Dividends	\$ 8,000	\$ 10,796	8,000	\$ 2,921	\$ 5,007	\$ 5,000	
8	510.0000.381000.000	Other - Rebates	\$ 35,000	\$ 3,700	35,000		\$ -	\$ 25,000	Year-End Settlement from MEAG & off-systems sales
9	510.0000.381000.001	Cable Co. Electric Pole Rental		\$ 7,575			\$ -	\$ 7,500	
10	510.0000.392000.000	Proceeds-Dispose of Assets		\$ 2,525			\$ -		
		<b>TOTAL REVENUES</b>	<b>\$ 2,497,500</b>	<b>\$ 2,243,540</b>	<b>2,483,350</b>	<b>\$ 1,391,629</b>	<b>\$ 2,385,651</b>	<b>\$ 2,408,200</b>	
<b>ELECTRIC FUND - EXPENDITURES</b>									
1	510.4600.511110.000	Regular Employees	\$ 144,698	\$ 158,007	156,594	\$ 88,865	\$ 152,341	\$ 163,022	34% of Equipment Operator/Meter Reader + 34% of utility billing clerk + 100% of superintendent and assistant superintendent
2	510.4600.511300.000	Overtime	\$ 6,000	\$ 4,827	6,000	\$ 6,155	\$ 10,551	\$ 10,000	
3	510.4600.512100.000	Employee Insurance	\$ 36,000	\$ 46,574	54,937	\$ 35,327	\$ 60,560	\$ 58,981	Health, Life, Short and Long term disability
4	510.4600.512200.000	Social Security (FICA)	\$ 11,069	\$ 11,919	11,979	\$ 7,269	\$ 12,461	\$ 12,471	
5	510.4600.512400.000	Retirement Plan Expense	\$ 50,000	\$ (62,634)	13,000	\$ 9,096	\$ 15,592	\$ 13,643	Jody Reid portion of projected cost
6	510.4600.512450.000	Retirement Cont. (DC) 401	\$ 3,617	\$ 2,950	9,396	\$ 1,901	\$ 3,258	\$ 9,781	6%
7	510.4600.512700.000	Workers' Comp Insurance	\$ 2,500	\$ 1,377	3,000		\$ 2,521	\$ 3,000	
8	510.4600.521200.001	ECG Professional Services	\$ 70,000	\$ 76,306	84,000	\$ 49,367	\$ 84,629	\$ 87,969	FY 26 amount provided by ECG.
9	510.4600.522200.003	Veh & Equip Repairs & Maint	\$ 10,000	\$ 23,662	20,000	\$ 15,373	\$ 26,353	\$ 30,000	
10	510.4600.522201.001	Power line Tree Trimming	\$ 50,000	\$ 25,594	44,000	\$ 1	\$ 1	\$ 54,000	
11	510.4600.523100.000	Liability Insurance	\$ 12,300	\$ 9,923	15,000	\$ 10,053		\$ 13,000	Annual bill in April
12	510.4600.523200.000	Telephone-Postage	\$ 9,000	\$ 7,119	9,000	\$ 3,539	\$ 6,066	\$ 6,500	
13	510.4600.523600.000	Dues & Fees	\$ 750	\$ 74	500		\$ -	\$ 500	
14	510.4600.523600.001	Online Bill Pay Merchant Fee	\$ 500	\$ 21,511	18,000	\$ 16,703	\$ 28,633	\$ 30,000	
15	510.4600.523700.000	Linemen Training	\$ 7,500	\$ 1,730	7,500	\$ 1,810	\$ 3,102	\$ 5,000	This is the cost for the training program
16	510.4600.523701.000	Education & Training	\$ 5,000		5,000		\$ -	\$ 12,754	CDL Class A Certification Class (\$5,377 x 2) + vehicle rental for test (\$1,000 x 2)
17	510.4600.523850.000	Contract Labor	\$ 30,000	\$ 57,432	25,000	\$ (16,785)		\$ 25,000	
18	510.4600.531100.000	Supplies & Materials	\$ 25,000	\$ 68,161	20,000	\$ 35,623	\$ 61,068	\$ 70,000	Cost of Materials is considerably higher
19	510.4600.531200.000	Energy/Utilities	\$ 7,500	\$ 6,004	6,500	\$ 3,959	\$ 6,786	\$ 7,000	
20	510.4600.531270.000	Gasoline/Diesel	\$ 6,500	\$ 6,078	6,500	\$ 4,069	\$ 6,976	\$ 7,000	
21	510.4600.531530.000	Electricity Purchased	\$ 1,500,000	\$ 1,235,937	1,314,741	\$ 835,276	\$ 1,431,902	\$ 1,351,322	MEAG forecast for FY 2026
22	510.4600.531600.000	Small Equipment Under \$5,000	\$ 3,000	\$ 1,429	3,000	\$ 1,267	\$ 2,171	\$ 3,000	
23	510.4600.531700.000	Uniforms	\$ 5,500	\$ 7,280	5,500	\$ 4,316	\$ 7,398	\$ 7,500	Increase in costs
24	510.4600.541004.000	Street Lights	\$ 2,000		2,000		\$ -	\$ -	
25	510.4600.552200.000	Property Claims <\$1,000		\$ 239	1,000		\$ -	\$ 1,000	
26	510.4600.561003.000	Depreciation	\$ 100,000	\$ 126,308	100,000		\$ -	\$ 130,000	
27	510.4600.573001.001	Refund Oxford College			65,717	\$ 65,717			payment 2 of 2 in FY 2025
28	510.4600.574000.000	Bad Debt Expense	\$ 15,000	\$ (439)	15,000		\$ -	\$ 10,000	
29	510.4600.579000.000	Contingency			5,000	\$ 41,592	\$ 71,301	\$ 15,000	
		<b>TOTAL EXPENDITURES</b>	<b>\$ 2,113,435</b>	<b>\$ 1,837,368</b>	<b>2,027,864</b>	<b>\$ 1,220,490</b>	<b>\$ 1,993,671</b>	<b>\$ 2,137,444</b>	

	Acct Number	Description	FY2024 Budget (Amended)	FY2024 Actual	FY2025 Budget	FY2025 Actual thru January	FY2025 Estimate full year	FY2026 Recommend	Comments
<b>SOLID WASTE FUND - REVENUES</b>									
1	540.0000.344110.000	Refuse Collection Charges	\$ 225,170	\$ 200,936	219,000	\$ 136,434	\$ 233,888	\$ 231,500	19,305.46 (Feb 2025 billed) x 12
2	540.0000.344130.000	Sale of Recycled Materials	\$ 100	\$ 595	600	\$ 315	\$ 540	\$ 600	
3	540.0000.344190.000	Bulk/White Goods Pickup		\$ 200		\$ 275	\$ 471	\$ 500	
4	540.0000.389000.000	Miscellaneous Income			400		\$ -	\$ 400	
		<b>TOTAL REVENUES</b>	\$ 225,270	\$ 201,731	220,000	\$ 137,024	\$ 234,899	\$ 233,000	
<b>SOLID WASTE FUND - EXPENDITURES</b>									
1	540.4300.511100.000	Regular Employee - Sanitation	\$ 39,832	\$ 25,375	9,750	\$ 6,829	\$ 11,706	\$ 13,305	33% of utility billing clerk
2	540.4300.511300.000	Overtime	\$ 500		500		\$ -	\$ 500	
4	540.4300.512100.000	Group Insurance	\$ 8,500	\$ 6,998	12,000	\$ 7,347	\$ 12,596	\$ 10,495	Health, Life, Short and Long term disability
5	540.4300.512200.000	Social Security (FICA)	\$ 3,047	\$ 1,907	746	\$ 522	\$ 896	\$ 1,018	
6	540.4300.512450.000	Retirement Cont. (DC) 401	\$ 2,390	\$ 1,259	585	\$ 242	\$ 414	\$ 798	6%
7	540.4300.512700.000	Workers' Comp Insurance	\$ 1,000	\$ 209	1,000		\$ -	\$ 500	
8	540.4300.522110.000	Disposal Services-Landfill Fees	\$ 14,000	\$ 12,227			\$ -		Move to Streets for FY 2025
9	540.4300.522111.000	College Walk Dumpster Fees	\$ 7,000	\$ 6,380	7,000	\$ 2,900	\$ 4,971	\$ 5,000	
10	540.4300.522200.003	Vehicle & Equip Repairs & Maint	\$ 3,000		3,000		\$ -	\$ 3,000	
11	540.4300.523100.000	Liability Insurance	\$ 500	\$ 327	1,000	\$ 379		\$ 500	
12	540.4300.523580.000	Contract Labor	\$ 10,000	\$ 17,452		\$ 430	\$ 737	\$ 750	Move to Streets for FY 2025
13	540.4300.523581.000	Contracted Garbage Pickup	\$ 121,000	\$ 123,026	123,000	\$ 62,180	\$ 106,594	\$ 123,000	10,250 x 12
14	540.4300.523600.000	Dues & Fees	\$ 500		500		\$ -	\$ 500	
15	540-4590-523852-001	Bulk/White Goods Pickup		\$ 175	250	\$ 175	\$ 300	\$ 300	
16	540.4300.531100.000	Supplies & Materials	\$ 6,500	\$ 7,379	6,500	\$ 127	\$ 218	\$ 7,500	
17	540.4300.531270.000	Gasoline/Diesel	\$ 4,500	\$ 5,056	4,500	\$ 3,095	\$ 5,305		Moved to Streets for FY 2026
18	540.4300.531600.000	Small Equipment Under \$5,000	\$ 1,000				\$ -		
19	540.4300.531700.000	Uniforms	\$ 1,000	\$ 1,015	1,000	\$ 990	\$ 1,698		Moved to Streets for FY 2026
20	540.4300.574000.000	Bad Debt Expense	\$ 1,000				\$ -		
21	540.4300.579000.000	Contingency					\$ -		
		<b>TOTAL EXPENDITURES</b>	\$ 225,270	\$ 208,785	171,331	\$ 85,217	\$ 145,436	\$ 167,166	

	Acct Number	Description	FY2024 Budget (Amended)	FY2024 Actual	FY2025 Budget	FY2025 Actual thru January	FY2025 Estimate full year	FY2026 Recommend	Comments
	<b>Fund 100</b>	<b>General Fund</b>							
		<b>Revenues</b>	\$ 1,466,996	\$ 1,796,906	1,629,244	\$ 1,163,235	\$ 1,372,206	\$ 1,752,700	
		Prior Year Unassigned F. Balance	\$ -						
		Transfers from W&S	\$ 59,802		73,397			\$ 67,250	
		Transfers from Electric	\$ 384,065		396,985			\$ 373,482	
		Transfers from Solid Waste	\$ -		48,669			\$ 65,834	
		<b>General Fund Revenues</b>	\$ 1,910,863	\$ 1,796,906	2,148,295	\$ 1,163,235	\$ 1,372,206	\$ 2,259,266	
		<b>Expenditures</b>							
	<b>100-1100</b>	City Council	\$ 58,212	\$ 44,129	62,462	\$ 32,596	\$ 34,452	\$ 56,212	
	<b>100-1500</b>	General Government	\$ 873,623	\$ 790,166	922,808	\$ 565,010	\$ 819,685	\$ 943,998	
	<b>100-2500</b>	Court	\$ 41,025	\$ 33,086	38,375	\$ 10,268	\$ 17,603	\$ 30,375	
	<b>100-3200</b>	Police Department	\$ 476,663	\$ 431,037	522,151	\$ 276,799	\$ 433,916	\$ 569,110	
	<b>100-4200</b>	Street Department	\$ 294,680	\$ 229,028	317,315	\$ 167,275	\$ 290,052	\$ 358,266	
	<b>100-6200</b>	Parks and Recreation Department	\$ 159,160	\$ 108,775	275,185	\$ 99,460	\$ 172,262	\$ 292,304	
	<b>100-4900</b>	Cemetery	\$ 7,500	\$ 1,163	10,000	\$ 6,000	\$ 6,714	\$ 9,000	
		<b>General Fund Expenditures</b>	\$ 1,910,863	\$ 1,637,384	2,148,296	\$ 1,157,408	\$ 1,774,685	\$ 2,259,266	
		<b>General Fund BALANCE</b>	\$ (0)	\$ 159,522	(1)	\$ 5,827	\$ (402,479)	\$ 0	
	<b>Fund 505</b>	<b>Water &amp; Sewer Fund</b>							
		<b>Revenues</b>	\$ 820,038	\$ 856,311	881,050	\$ 575,235	\$ 981,074	\$ 1,030,700	
		Transfers from General Fund		\$ 982					
		Transfers from Capital Funds		\$ 7,365					
		<b>Expenditures</b>	\$ 760,236	\$ 863,597	807,653	\$ 381,054	\$ 648,412	\$ 962,964	
		Transfers to G/F	\$ 59,802		73,397			\$ 67,250	
		<b>W &amp; S Fund Expenditures</b>	\$ 820,038	\$ 863,597	881,050	\$ 381,054	\$ 648,412	\$ 1,030,214	
		<b>W &amp; S Fund BALANCE</b>	\$ (0)	\$ 1,061	-	\$ 194,181	\$ 332,662	\$ 486	
	<b>Fund 510</b>	<b>Electric Fund</b>							
		<b>Revenues</b>	\$ 2,497,500	\$ 2,243,540	2,483,350	\$ 1,391,629	\$ 2,385,651	\$ 2,408,200	
		Transfer from General Fund		\$ 1,500					
		Transfer from Capital Projects		\$ 92,404					
		Cash out MCT						\$ 102,726	MCT balance as of 3/31/2025
		<b>Expenditures</b>	\$ 2,113,435	\$ 1,837,368	2,027,864	\$ 1,220,490	\$ 1,993,671	\$ 2,137,444	
		Transfers to G/F	\$ 384,065		396,985			\$ 373,482	
		<b>Electric Fund Expenditures</b>	\$ 2,497,500	\$ 1,837,368	2,424,849	\$ 1,220,490	\$ 1,993,671	\$ 2,510,926	
		<b>Electric Fund BALANCE</b>	\$ 0	\$ 500,077	58,501	\$ 171,140	\$ 391,979	\$ 0	
	<b>Fund 540</b>	<b>Solid Waste</b>							
		<b>Revenues</b>	\$ 225,270	\$ 201,731	220,000	\$ 137,024	\$ 234,899	\$ 233,000	
		Transfer from Electric	\$ 33,156						
		<b>Solid Waste Revenues</b>	\$ 258,426	\$ 201,731	\$ 220,000	\$ 137,024	\$ 234,899	\$ 233,000	
		<b>Expenditures</b>	\$ 225,270	\$ 208,785	171,331	\$ 85,217	\$ 145,436	\$ 167,166	
		Transfers to G/F	\$ -		-			\$ 65,834	
		<b>Solid Waste Fund Expenditures</b>	\$ 225,270	\$ 208,785	171,331	\$ 85,217	\$ 145,436	\$ 233,000	
		<b>Solid Waste Fund BALANCE</b>	\$ 33,156	\$ (7,054)	48,669	\$ 51,808	\$ 89,463	\$ (0)	
	<b>Totals</b>	<b>ALL FUNDS TOTAL</b>							
		Revenues	\$ 5,486,827	\$ 5,200,740	\$ 5,732,695	\$ 3,267,124	\$ 4,973,830	\$ 6,033,892	
		Expenditures	\$ 5,453,671	\$ 4,547,134	\$ 5,625,526	\$ 2,844,169	\$ 4,562,204	\$ 6,033,406	
		<b>Balance</b>	\$ 33,156	\$ 653,606	107,169	\$ 422,956	\$ 411,626	\$ 486	

Personal Services Wages Cost by Department  
FY 2026

Name	FY 2025 Total Wages Cost	100-1100 City Council	100-1500 Administration	100-3200 Police	100-4200 Streets	100-6200 Parks & Rec	505-4300 Water/Sewer	510-4600 Electric	540-4300 Solid Waste	
<b>CITY COUNCIL</b>										
Eady	\$6,000.00	\$6,000.00								
Holt	\$4,800.00	\$4,800.00								
McCanless	\$4,800.00	\$4,800.00								
Oliver	\$4,800.00	\$4,800.00								
Ready	\$4,800.00	\$4,800.00								
Wearing	\$4,800.00	\$4,800.00								
Windham	\$4,800.00	\$4,800.00								
<b>CITY CLERK/CITY MANAGER STAFF</b>										
Andrew	\$108,000.00		\$108,000.00							
Brooks	\$65,000.00		\$65,000.00							
Carr	\$38,062.70		\$38,062.70							
Mathis	\$36,302.57		\$36,302.57							
Mullen	\$63,016.15		\$63,016.15							
Nolley	\$42,014.11		\$42,014.11							
Watkins	\$39,133.71						\$12,914.12	\$12,914.12	\$13,305.46	
<b>POLICE DEPARTMENT</b>										
Anglin	\$85,000.00			\$85,000.00						
Brooks	\$60,414.31			\$60,414.31						
Merrifield	\$27,566.24			\$27,566.24						
Wagstaff	\$56,043.05			\$56,043.05						
White	\$58,516.77			\$58,516.77						
<b>PUBLIC WORKS</b>										
Ballard	\$40,947.54				\$13,512.69		\$13,512.69	\$13,922.16		
Brown	\$45,713.20							\$45,713.20		
Carrizalez	\$36,302.57				\$21,781.54	\$14,521.03				
Houston	\$39,133.71						\$39,133.71			
Kirkland	\$36,793.32				\$36,793.32					
Nolley	\$36,228.63				\$21,737.18	\$14,491.45				
Reid	\$90,472.74							\$90,472.74		
Vacant Groundskeeper	\$35,489.27				\$21,293.56	\$14,195.71				
<b>TOTALS</b>	<b>\$1,074,950.59</b>	<b>\$34,800.00</b>	<b>\$352,395.53</b>	<b>\$287,540.37</b>	<b>\$115,118.29</b>	<b>\$43,208.19</b>	<b>\$65,560.52</b>	<b>\$163,022.23</b>	<b>\$13,305.46</b>	<b>\$1,074,950.59</b>

Personal Services Insurance Cost by Department  
FY 2026

Name	FY 2025 Total Insurance Cost	100-1100 City Council	100-1500 Administration	100-3200 Police	100-4200 Streets	100-6200 Parks & Rec	505-4300 Water/Sewer	510-4600 Electric	540-4300 Solid Waste	
<b>CITY COUNCIL</b>										
Eady	\$0.00	\$0.00								
Holt	\$0.00	\$0.00								
McCanless	\$0.00	\$0.00								
Oliver	\$0.00	\$0.00								
Ready	\$0.00	\$0.00								
Wearing	\$0.00	\$0.00								
Windham	\$0.00	\$0.00								
<b>CITY CLERK/CITY MANAGER STAFF</b>										
Andrew	\$21,400.39		\$21,400.39							
Brooks	\$948.17		\$948.17							
Carr	\$12,869.89		\$12,869.89							
Mathis	\$12,882.61		\$12,882.61							
Mullen	\$13,035.13		\$13,035.13							
Nolley	\$718.75		\$718.75							
Watkins	\$30,866.54						\$10,185.96	\$10,185.96	\$10,494.62	
<b>POLICE DEPARTMENT</b>										
Anglin	\$852.07			\$852.07						
Brooks	\$22,226.00			\$22,226.00						
Merrifield	\$0.00			\$0.00						
Wagstaff	\$22,226.00			\$22,226.00						
White	\$816.31			\$816.31						
<b>PUBLIC WORKS</b>										
Ballard	\$12,896.29				\$4,255.78		\$4,255.78	\$4,384.74		
Brown	\$22,148.24							\$22,148.24		
Carrizalez	\$13,435.25				\$8,061.15	\$5,374.10				
Houston	\$12,869.89						\$12,869.89			
Kirkland	\$12,844.57				\$12,844.57					
Nolley	\$12,844.57				\$7,706.74	\$5,137.83				
Reid	\$22,261.76							\$22,261.76		
Vacant Groundskeeper	\$12,943.09				\$7,765.86	\$5,177.24				
<b>TOTALS</b>	<b>\$261,085.57</b>	<b>\$0.00</b>	<b>\$61,854.96</b>	<b>\$46,120.39</b>	<b>\$40,634.10</b>	<b>\$15,689.17</b>	<b>\$27,311.63</b>	<b>\$58,980.70</b>	<b>\$10,494.62</b>	<b>\$261,085.57</b>

Name	7/1 Annual Salary	7/1 Monthly Salary	7/1 Paygrade	Anniversary Date	Months for Step Increase	Cost of Step Increase	FY 2026 Salary Cost with Step Increase	COLA 3% 6 months	Total FY 2026 Salary Cost	Retirement Cost	FICA/ Medicare	Monthly ST/LT Disability	Annual ST/LT Disability	Monthly Life	Monthly Medical	Monthly Dental	Monthly Vision	Annual Life/Health Insurance Cost	Anticipated 8% increase for Life/Health Jan-Jun 2026	Total Cost
Andrew, Bill	\$108,000.00	\$9,000.00	N/A	31-Aug		\$0.00	\$108,000.00		\$108,000.00	\$6,480.00	\$8,262.00	\$59.15	\$709.80	\$11.40	\$1,573.40	\$59.45	\$13.65	\$19,894.80	\$795.79	\$144,142.39
Anglin, Mark	\$85,000.00	\$7,083.33	N/A	10-Jan		\$0.00	\$85,000.00		\$85,000.00	\$5,100.00	\$6,502.50	\$59.15	\$709.80	\$11.40				\$136.80	\$5.47	\$97,454.57
Ballard, Austin	\$39,559.46	\$3,296.62	12C	20-Sep	9.5	\$782.95	\$40,342.41	\$605.14	\$40,947.54	\$2,456.85	\$3,132.49	\$46.10	\$553.20	\$11.40	\$946.19	\$23.74	\$7.70	\$11,868.36	\$474.73	\$59,433.18
Brooks, Marcia	\$65,000.00	\$5,416.67	N/A	1-Nov		\$0.00	\$65,000.00		\$65,000.00	\$3,900.00	\$4,972.50	\$59.15	\$709.80	\$11.40			\$7.70	\$229.20	\$9.17	\$74,820.67
Brooks, Sam	\$58,726.24	\$4,893.85	20D	16-Dec	6.5	\$795.25	\$59,521.49	\$892.82	\$60,414.31	\$3,624.86	\$4,621.69	\$56.17	\$674.04	\$11.40	\$1,642.69	\$59.45	\$13.38	\$20,723.04	\$828.92	\$90,886.87
Brown, Matt	\$44,757.90	\$3,729.83	15C	3-Apr	3	\$279.74	\$45,037.64	\$675.56	\$45,713.20	\$2,742.79	\$3,497.06	\$49.69	\$596.28	\$11.40	\$1,642.69	\$59.45	\$13.38	\$20,723.04	\$828.92	\$74,101.30
Carr, Kalee	\$36,734.89	\$3,061.24	12A	26-Aug	10	\$765.31	\$37,500.20	\$562.50	\$38,062.70	\$2,283.76	\$2,911.80	\$43.90	\$526.80	\$11.40	\$946.19	\$23.74	\$7.70	\$11,868.36	\$474.73	\$56,128.16
Carrizalez, Alex	\$34,964.80	\$2,913.73	11A	5-Aug	11	\$801.28	\$35,766.08	\$536.49	\$36,302.57	\$2,178.15	\$2,777.15	\$41.79	\$501.48	\$11.40	\$946.19	\$59.45	\$19.32	\$12,436.32	\$497.45	\$54,693.12
Eady, David	\$6,000.00	\$500.00	N/A				\$6,000.00		\$6,000.00		\$459.00		\$0.00					\$0.00	\$0.00	\$6,459.00
Holt, George	\$4,800.00	\$400.00	N/A				\$4,800.00		\$4,800.00		\$367.20		\$0.00					\$0.00	\$0.00	\$5,167.20
Houston, Kole	\$37,653.27	\$3,137.77	12B	24-Jul	11.5	\$902.11	\$38,555.38	\$578.33	\$39,133.71	\$2,348.02	\$2,993.73	\$43.90	\$526.80	\$11.40	\$946.19	\$23.74	\$7.70	\$11,868.36	\$474.73	\$57,345.36
Kirkland, Greg	\$35,838.92	\$2,986.58	11B	22-Jan	5.5	\$410.65	\$36,249.57	\$543.74	\$36,793.32	\$2,207.60	\$2,814.69	\$41.79	\$501.48	\$11.40	\$946.19	\$23.74	\$7.70	\$11,868.36	\$474.73	\$54,660.18
Mathis, Sydney	\$38,594.60	\$3,216.22	12C	14-Nov	7.5	\$603.04	\$39,197.64	\$587.96	\$39,785.61	\$2,387.14	\$3,043.60	\$44.96	\$539.52	\$11.40	\$946.19	\$23.74	\$7.70	\$11,868.36	\$474.73	\$58,098.95
McCanless, Laura	\$4,800.00	\$400.00	N/A				\$4,800.00		\$4,800.00		\$367.20		\$0.00					\$0.00	\$0.00	\$5,167.20
Merrifield, Todd	\$27,566.24	\$2,297.19	14A	9-Sep			\$27,566.24		\$27,566.24		\$2,108.82		\$0.00					\$0.00	\$0.00	\$29,675.06
Mullen, Stacey	\$61,699.26	\$5,141.61	15P	5-Apr	3	\$385.62	\$62,084.88	\$931.27	\$63,016.15	\$3,780.97	\$4,820.74	\$57.67	\$692.04	\$11.40	\$946.19	\$23.74	\$7.70	\$11,868.36	\$474.73	\$84,652.99
Nolley, Chenal	\$40,548.45	\$3,379.04	14A	9-Sep	10	\$844.76	\$41,393.21	\$620.90	\$42,014.11	\$2,520.85	\$3,214.08	\$48.04	\$576.48	\$11.40				\$136.80	\$5.47	\$48,467.79
Nolley, Hermon	\$34,964.80	\$2,913.73	11A	26-Aug	10	\$728.43	\$35,693.23	\$535.40	\$36,228.63	\$2,173.72	\$2,771.49	\$41.79	\$501.48	\$11.40	\$946.19	\$23.74	\$7.70	\$11,868.36	\$474.73	\$54,018.41
Oliver, Erik	\$4,800.00	\$400.00	N/A				\$4,800.00		\$4,800.00		\$367.20		\$0.00					\$0.00	\$0.00	\$5,167.20
Ready, Mike	\$4,800.00	\$400.00	N/A				\$4,800.00		\$4,800.00		\$367.20		\$0.00					\$0.00	\$0.00	\$5,167.20
Reid, Jody	\$89,355.79	\$7,446.32	N/A	30-Dec	6	\$1,116.95	\$90,472.74		\$90,472.74	\$5,428.36	\$6,921.16	\$59.15	\$709.80	\$11.40	\$1,642.69	\$59.45	\$13.38	\$20,723.04	\$828.92	\$125,084.03
Vacant Groundskeeper	\$34,964.80	\$2,913.73	11A				\$34,964.80	\$524.47	\$35,489.27	\$2,129.36	\$2,714.93	\$50.00	\$600.00	\$11.40	\$946.19	\$23.74	\$7.70	\$11,868.36	\$474.73	\$53,276.65
Wagstaff, Wendell	\$54,533.16	\$4,544.43	19C	8-Jan	6	\$681.66	\$55,214.82	\$828.22	\$56,043.05	\$3,362.58	\$4,287.29	\$56.17	\$674.04	\$11.40	\$1,642.69	\$59.45	\$13.38	\$20,723.04	\$828.92	\$85,918.92
Watkins, Kristin	\$39,559.46	\$3,296.62	12D	1-Jun	1	\$82.42	\$39,641.88	\$594.63	\$40,236.50	\$2,414.19	\$3,078.09	\$44.96	\$539.52	\$11.40	\$2,339.88	\$59.45	\$19.32	\$29,160.60	\$1,166.42	\$76,595.33
Wearing, Jeff	\$4,800.00	\$400.00	N/A				\$4,800.00		\$4,800.00		\$367.20		\$0.00					\$0.00	\$0.00	\$5,167.20
White, Terry	\$57,293.90	\$4,774.49	19E	3-Apr	3	\$358.09	\$57,651.99	\$864.78	\$58,516.77	\$3,511.01	\$4,476.53	\$56.17	\$674.04	\$11.40				\$136.80	\$5.47	\$67,320.62
Windham, Jim	\$4,800.00	\$400.00	N/A				\$4,800.00		\$4,800.00		\$367.20		\$0.00					\$0.00	\$0.00	\$5,167.20
TOTALS	\$1,060,115.94	\$88,343.00				\$9,538.25	\$1,069,654.19	\$9,882.23	\$1,079,536.42	\$61,030.21	\$82,584.54	\$959.70	\$11,516.40	\$216.60	\$18,999.75	\$606.07	\$175.11	\$239,970.36	\$9,598.81	\$1,484,236.74

7/1 Annual Salary assumes all employees with anniversary dates between 7/1/2025 and 6/30/2026 receive a one-step performance increase  
Cost of Increase assumes all employees on pay scale will receive a one-step (2.5%)performance increase on their anniversary date (Bill Andrew, Marcia Brooks, Mark Anglin not included)  
Retirement Cost assumes 6% contribution for all employees except Stacey Mullen and Jody Reid on old plan  
ST/LT Disability Insurance Cost based on 1/13/2025 invoice (Wagstaff estimated)  
Life/Health Costs based on rates effective 1/1/2025



## Capital Improvement Plan FY 2026 - FY 2030

Capital Budget - July 1, 2025 - June 30, 2026

Adopted xx/xx/2025

Mayor David S. Eady

Councilmembers

Jeff Wearing - Erik Oliver  
Laura McCanless - George Holt  
Mike Ready - Jim Windham

Bill Andrew, City Manager  
Marcia Brooks, City Clerk/Treasurer  
Mark Anglin, Police Chief  
Jody Reid, Supervisor of Public Works and Utilities



	Project Description	FY2026	FY2027	FY2028	FY2029	FY 2030	Five-Year Total	Comments
General		300,000	150,000	150,000	150,000	150,000	900,000	
	AV System Council Chamber/Courtroom	150,000					150,000	
	Land acquisition	150,000	150,000	150,000	150,000	150,000	750,000	Interest earned from GA Fund 1 set aside for land acquisition
Parks, Landscapes, and Recreation		3,947,516	1,250,000	200,000	-	-	5,397,516	
	Catova Creek Restoration and Greenway Trail	1,027,118					1,027,118	\$900K in Congressional funding
	Nature Parks on Giles and Little properties		200,000	200,000			400,000	Plan and implement improvements
	Coke Street Trail from Watson to Richardson Street		400,000				400,000	Preliminary plan complete; design/engineering and construction remains
	3 Trails Project	2,815,398	500,000				3,315,398	\$200k added to original grant amount for contingency cost overruns in original scope
	Gazebo for Asbury Street Park	30,000					30,000	cost is a placeholder pending quote
	Asbury St. Park Parking	75,000	150,000				225,000	
Streets, Drains, Sidewalks, and Street Lamps		883,579	1,150,000	1,652,991	50,000	2,122,546	5,859,116	
	Emory Street Sidewalk Replacement (Post Office to Soule St.)	617,079					617,079	
	Street Repairs and Resurfacing (annual schedule)			1,602,991		1,072,546	2,675,537	
	E. Clark Street Improvements	100,000	700,000				800,000	FY 26 - engineering; FY 27 - construction costs
	Stormwater Infrastructure Improvements	60,000	50,000	50,000	50,000	50,000	260,000	audit and prioritization schedule needed
	Emory Street/Highway 81 Bridge and Connectivity over I-20					1,000,000	1,000,000	Assumes cost-sharing with GDOT and City of Covington
	City-Wide Complete Streets Plan and Development	100,000	400,000				500,000	Might be eligible for GDOT funding
	6 foot bush hog (replacement for tractor bushhog)	6,500					6,500	
Electric Utility		440,000	367,500	120,000	-	-	927,500	
	Electric System Improvements	140,000	120,000	120,000			380,000	Annual pole replacement and system upgrades
	Smart Meters	300,000					300,000	
	Large Bucket Truck		247,500				247,500	
Water and Sewer Utility		630,000	2,773,700	798,000	-	-	4,201,700	
	Water Line Replacement (CDBG project)	100,000	2,473,700				2,573,700	
	Smart Meters	300,000					300,000	
	Decommission of transite pipe water line on Wesley Street	50,000					50,000	needs to be taken out of service
	Water Line Replacement Godfrey St. (new CDBG project)	100,000	300,000				400,000	engineering in FY 2026, construction in FY 2027
	Sewer Easement Rehabilitation Project	80,000					80,000	
	Haygood Water/Sewer Line			798,000			798,000	3,192,000 of cost covered by external funds
TOTAL		6,201,095	5,691,200	2,920,991	200,000	2,272,546	17,285,832	

FY2026 Capital Budget v.4 4.10.2025

Account Number		Project Description	FY2026							
			Cost	Capital/Gold Reserve	Georgia Fund 1	Water/Sewer Capital	Electric Capital	SPLOST 2023 Allocations	External Funds	Subtotals
General										300,000
	350.1500.117100.000	Land Acquisition	150,000		150,000					150,000
	350.1565.542500.001	A/V Upgrades in Council Room/Court Room	150,000	150,000						150,000
Parks, Landscapes, and Recreation										3,947,516
	350.6200.541200.003	Catova Creek Restoration and Greenway Trail	1,027,118	127,118					900,000	1,027,118
	350.6200.541200.013	3 Trails Project	2,815,398	500,505				314,893	2,000,000	2,815,398
		Gazebo for Asbury Street Park	30,000					30,000		30,000
		Parking for Asbury Street Park	75,000	75,000						75,000
Streets, Drains, Sidewalks, and Street Lamps										883,579
	350.4200.541200.004	E. Clark Street Improvements	100,000	100,000						100,000
	350.4250.541200.019	Stormwater Infrastructure Improvements	60,000	60,000						60,000
	350.4400.542100.004	6 foot bushhog (replacement for tractor bushhog)	6,500	6,500						6,500
	323.4224.541203.003	Emory Street Sidewalk Replacement (Post Office to Soule St.)	617,079		413,099			203,980		617,079
	350.4210.521500.001	City Wide Complete Streets Plan and Development	100,000	100,000						100,000
Electric Utility										440,000
	510.4601.541402.001	Electric System Improvements	140,000				140,000			140,000
	510.4601.542500.002	Smart Meters	300,000				300,000			300,000
Water and Sewer Utility										630,000
	505.4400.541401.001	Water Line Replacement (CDBG project)	100,000			100,000				100,000
	505.4400.542500.002	Smart Meters	300,000			300,000				300,000
	505.4400.541401.002	Decommission of transite pipe water line on Wesley St.	50,000			50,000				50,000
	505.4400.541401.003	Water Line Replacement Godfrey St (new CDBG project)	100,000			100,000				100,000
		Sewer Easement Rehabilitation Project	80,000			80,000				80,000
TOTALS			6,201,095	1,119,123	563,099	630,000	440,000	548,873	2,900,000	6,201,095

Reconciled Balances as of 3/31/2025	
Capital Projects + Gold Reserve	1,550,382
SPLOST 2023	782,912
Water/Sewer Capital	2,225,403
Electric Capital	801,826
Georgia Fund 1	3,680,989
Total Local Funds Available	9,041,513
External Sources	3,900,000
Total Funds Available	12,941,513

estimate 600,000 additional receipts by end of FY 2026

FY2026 Capital Budget v.4 4.10.2025

Account Number	Project Description	FY2026							
		Cost	Capital/Gold Reserve	Georgia Fund 1	Water/Sewer Capital	Electric Capital	SPLOST 2023 Allocations	External Funds	Totals
350.1500.117100.000	Land Acquisition	150,000		150,000					150,000
350.1565.542500.001	A/V Upgrades in Council Room/Court Room	150,000	150,000						150,000
350.6200.541200.003	Catova Creek Restoration and Greenway Trail	1,027,118	127,118					900,000	1,027,118
350.6200.541200.013	3 Trails Project	2,815,398	500,505				314,893	2,000,000	2,815,398
	Gazebo for Asbury St Park	30,000					30,000		30,000
	Parking for Asbury St Park	75,000	75,000						75,000
350.4200.541200.004	E. Clark Street Improvements	100,000	100,000						100,000
323.4224.541203.003	Emory Street Sidewalk Replacement (Post Office to Soule St)	617,079		413,099			203,980		617,079
350.4210.521500.001	City-Wide Complete Streets Plan and Development	100,000	100,000						100,000
350.4250.541200.019	Stormwater Infrastructure Improvements	60,000	60,000						60,000
350.4400.542100.004	6 foot bushhog (replacement for tractor bushhog)	6,500	6,500						6,500
510.4601.541402.001	Electric System Improvements	140,000				140,000			140,000
505.4400.542500.002									
510.4601.542500.002	Smart Meters	600,000			300,000	300,000			600,000
505.4400.541401.001	Water Line Replacement (CDBG Project)	100,000			100,000				100,000
505.4400.541401.003	Water Line Replacement Godfrey St. (new CDBG project)	100,000			100,000				100,000
505.4400.541401.002	Decommission of transite pipe water line on Wesley St.	50,000			50,000				50,000
	Sewer Easement Rehabilitation Project	80,000			80,000				80,000
<b>TOTALS</b>		<b>6,201,095</b>	<b>1,119,123</b>	<b>563,099</b>	<b>630,000</b>	<b>440,000</b>	<b>548,873</b>	<b>2,900,000</b>	<b>6,201,095</b>

<b>Reconciled Balances as of 3/31/2025</b>	
Capital Projects + Gold Reserve	1,550,382
SPLOST 2023	782,912
Water/Sewer Capital	2,225,403
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<b>Total Local Funds Available</b>	<b>9,041,513</b>
External Sources	3,900,000
<b>Total Funds Available</b>	<b>12,941,513</b>

estimate 600,000 additional receipts by end of FY 2026

**SPLOST 2023 EXPENDITURE REPORT**  
**5/7/2025**

	<u>Original Allocation</u>	<u>Expenditures</u>	<u>Remaining Available*</u>
Water and Sewer Improvements	\$ 1,500,000		\$ 1,500,000
Roads, Streets, Bridges and Sidewalk Improvements	\$ 675,000	\$ 105,015	\$ 569,985
Parks and Recreation	\$ 398,496	\$ 46,525	\$ 351,971
Public Safety Facilities, Vehicles and Equipment	\$ 250,000	\$ 55,426	\$ 194,574
<b>TOTAL</b>	<b>\$ 2,823,496</b>	<b>\$ 206,966</b>	<b>\$ 2,616,530</b>
*Limited to balance available in checking account			
4/30/2025 Reconciled Bank Balance: \$782,912.49			

**Expenditure Detail**

<b>Date</b>	<b>Item</b>	<b>Water/Sewer</b>	<b>Roads/Streets</b>	<b>Parks &amp; Rec</b>	<b>Public Safety</b>
2/19/2024	2024 Ford Explorer				\$ 44,210
3/25/2024	Chargers for New Vehicles				\$ 329
6/14/2024	Ford Explorer Uplifting				\$ 9,598
9/20/2024	Graphics for Ford Explorer				\$ 950
9/20/2024	Sidewalks - Soule to USPS		\$ 2,750		
11/4/2024	Two Monitors and Docking for New Position				\$ 340
11/5/2024	Replace cameras at Asbury St. Park			\$ 25,588	
12/23/2024	Sidewalks - Soule to USPS		\$ 1,233		
1/31/2025	Sidewalks - Soule to USPS		\$ 5,508		
4/7/2025	Replace water fountains at Asbury St. Park			\$ 20,937	
4/21/2025	Sidewalks - Soule to Richardson		\$ 95,524		
committed FY 25	Sidewalks - Soule to Richardson		\$ 366,006		
committed FY 25	Place sand on green at Asbury St. Park			\$ 7,078	
committed FY 25	Active Threat/Shooter Equipment				\$ 20,000
committed FY 26	3 Trails Project			\$ 314,893	
committed FY 26	Gazebo for Asbury St. Park			\$ 30,000	
committed FY 26	Sidewalks - Soule to USPS		\$ 203,980		
<b>Totals</b>		<b>\$ -</b>	<b>\$ 675,000</b>	<b>\$ 398,496</b>	<b>\$ 75,426</b>

July 1, 2025 - June 30, 2026

Adopted xx/xx/2025

Mayor David S. Eady

Councilmembers

Jeff Wearing - Erik Oliver  
Laura McCanless - George Holt  
Mike Ready - Jim Windham

Bill Andrew, City Manager  
Marcia Brooks, City Clerk/Treasurer  
Mark Anglin, Police Chief  
Jody Reid, Supervisor of Public Works and Utilities

	Description	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Actual	FY2026 Recommend
<b>SPECIAL REVENUE FUNDS - REVENUE</b>						
1	ARPA GRANT	876,082	876,082	0	0	0
2	ARPA SLFRF GRANT - IMPROVING NEIGHBORHOOD OUTCOMES IN DISPROPORTIONATELY IMPACTED COMMUNITIES (2 Trails)	0	0	500,000	0	2,000,000
3	CDBG 2019 GRANT	750,000	750,000	0	0	0
4	TAG GRANT	0	0	59,485	59,260	75,050
5	CONGRESSIONAL EARMARK - (CATOVA CREEK)	0	0	900,000	0	900,000
	<b>Total Revenues</b>	1,626,082	1,626,082	1,459,485	59,260	2,975,050

<b>SPECIAL REVENUE FUNDS - EXPENDITURES</b>						
1	ARPA GRANT					
	Oxford Road Water Line Replacement (completely expended)	876,082	876,082	0	0	0
2	CDBG 2019 GRANT					
	Oxford Road Water Line Replacement (completely expended)	750,000	750,000	0	0	0
3	ARPA SLFRF GRANT					
	Multi-Use Trails - 2	0	0	500,000	43,067	2,815,398
4	TAG GRANT (GEORGIA FORESTRY COMMISSION)					
	Eradication of invasive species in Turkey Creek watershed	0	0	59,485	59,260	75,050
5	CONGRESSIONAL EARMARK - CATOVA CREEK					
	Catova Creek Restoration and Greenway Trail	900,000	0	900,000	0	900,000
	<b>Total Expenditures</b>	2,526,082	1,626,082	1,459,485	102,327	3,790,448



**ECG**

Economic &  
Community  
Development

*SUPPORTING GREATNESS | DEVELOPING OPPORTUNITIES*



**Walter West**  
President & CEO  
ECG  
e. [wwest@ecoga.org](mailto:wwest@ecoga.org)



The ongoing economic progress and sustainable growth of our Georgia Public Power community members are at the forefront and serve as a driving force for ECG as we harness cutting-edge technologies and adhere to industry best practices.

Our team of seasoned industry professionals takes great pride in extending dedicated support to our members, delivering strategic and technical services that position them with a competitive edge while ensuring the reliability of utility services.



## ECG

ECG is a joint action organization that represents 52 electric utility communities across Georgia. Together, our members serve over 300,000 customers, delivering a combined annual electricity capacity of over 2,000 megawatts. Our primary objective is to foster growth within our member communities and throughout the state of Georgia. Whether it involves expansion, relocation, or attracting new business, we prioritize meeting your needs and actively support your endeavors to find effective solutions.

## ECG Office of Economic & Community Development

The Office of Economic and Community Development within ECG leads the way in the field of economic and community development. What sets us apart is our deep integration within each member community, allowing us to go beyond the ordinary. Our dedication to you is unwavering, as we strive to create inclusive opportunities for economic growth that contribute to your sustained financial prosperity.



We have strategically established our offices at the Centergy Building in Technology Square, situated in the heart of Midtown Atlanta. This prime location places us alongside the Georgia Department of Economic Development and other statewide organizations dedicated to economic development. Being part of this dynamic ecosystem, ensures close collaboration and seamless coordination to effectively serve the economic interests of our members and the state of Georgia.



## ABOUT US



**Daryl Ingram**  
SVP/Chief Operating Officer  
External Affairs  
e. dingram@ecoga.org  
c. 770.335.6990

### About

Daryl brings more than 35 years of comprehensive and multi-level experience in the not-for-profit electric utility industry at the local and state level. He has managed the economic and community development departments previously for MEAG Power and currently ECG since 2001.

He and his team work hand-in-hand with the State of Georgia Department of Economic Development and closely with ECG Communities to provide consultation and recommendations on economic and community development best practices. ECG's economic development efforts have resulted in over 200 project announcements equating to \$4.2B in investments and more than 22,000 jobs to the state of Georgia. Projects included manufacturing, office/HQ, distribution centers, data centers and retail/commercial businesses.

Daryl also acts as a single point of contact with the State of Georgia on legislative and regulatory issues relative to ECG's membership.

Whether you are seeking to expand your business within the state or are one of our valued member communities, our team of seasoned experts is here to provide guidance and support.

## WHAT MAKES US different

We foster connections between communities, companies, and the state, providing the necessary skills, data, and resources for success.

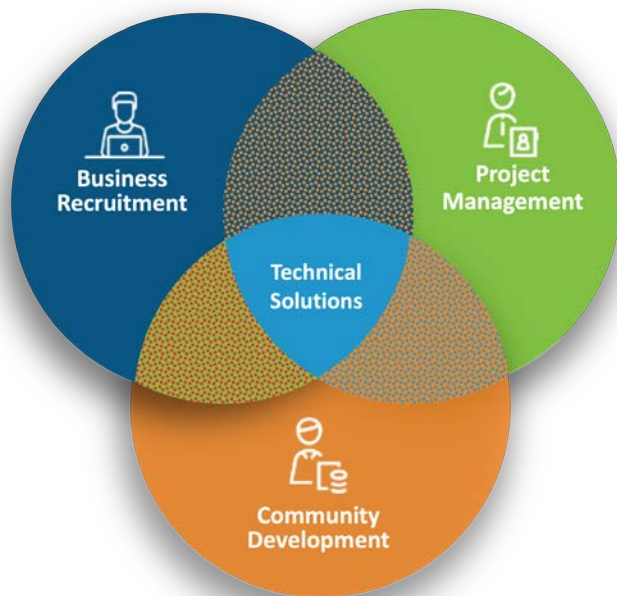
Together, we've built a business pipeline in Georgia like no other.



Our newest connection with the Gas Authority has led to the creation of Georgia Energy Cities, a dynamic alliance focused on statewide economic development. By joining forces, we amplify our resources and support for municipally owned electric and gas cities, fostering a robust network that drives ongoing growth throughout Georgia.

The rising costs of energy have made it a key factor in business location decisions worldwide, and our newest partnership was formed in response to the urgent need for greater support in both municipally owned electric and gas cities.

**93 WE ARE  
ENERGY  
COMMUNITIES STRONG**



## Our strategic focus revolves around four key areas:

- 1 **Business Recruitment**
- 2 **Project Management**
- 3 **Community Development**
- 4 **Technical Solutions**

Each area complements and supports the others, enabling us to deliver the latest solutions tailored to your needs. From attracting industrial, commercial, and retail projects to assisting with strategic planning and designing marketing materials for your community, we are dedicated to nurturing your growth.

## EDUCATIONAL OPPORTUNITIES FOR ECONOMIC AND COMMUNITY DEVELOPMENT

At ECG, we are committed to providing a range of educational opportunities to support the growth and development of our members. We understand the importance of knowledge and information in driving economic success. To that end, we offer the following initiatives to empower our members:



Our exclusive annual **ECONOMIC DEVELOPMENT SUMMIT** is a premier gathering designed for industry experts, community leaders, and key stakeholders. This must-attend event provides an opportunity to stay informed about the latest trends, learn best practices, and gain valuable insights from renowned speakers and panel discussions. It serves as a cornerstone of our commitment to fostering collaboration and knowledge sharing, creating an environment of growth that attracts investors to communities.



We arrange **BUS TOURS** that bring statewide economic developers directly to your community. These tours offer a platform to showcase your community's unique strengths, including available properties, quality of life, and a dedicated workforce. It's an invaluable opportunity to make a lasting impression and establish meaningful connections with statewide project managers, fostering potential collaborations for future growth.



We also curate focused **WORKSHOPS AND WEBINARS** that convene industry experts for in-depth discussions on relevant topics throughout the year. These sessions may include retail roundtable discussions or interactive seminars that delve into the nuances of completing funding applications. By covering diverse topics, we ensure you stay abreast of the latest strategies and trends, equipping you with valuable knowledge to drive your success.

# COMMUNITY DEVELOPMENT & TECHNICAL SOLUTIONS



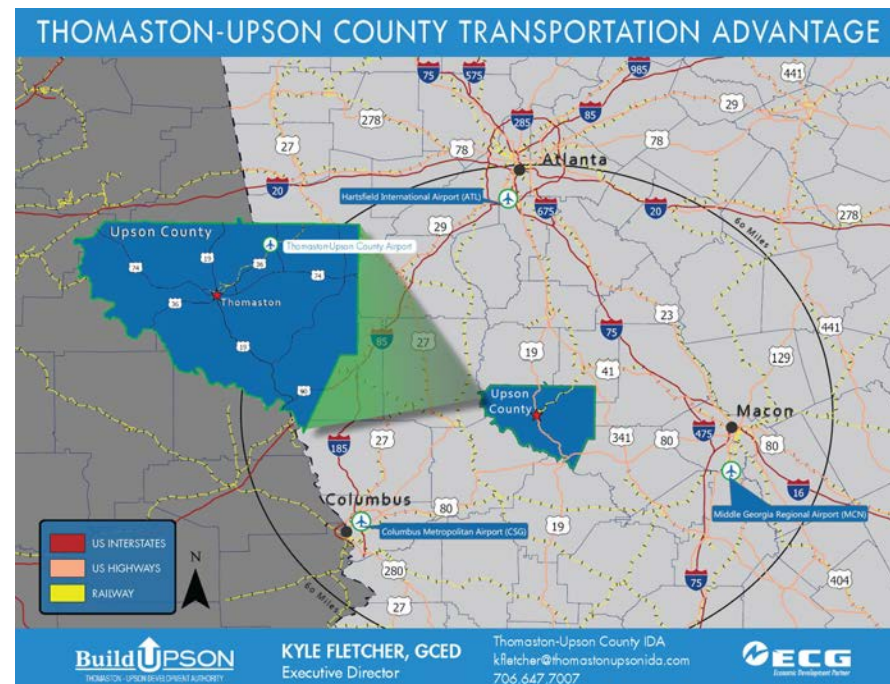
**Michelle Holbrook**  
Senior Director  
External Affairs  
e. mholbrook@ecoga.org  
c. 678.313.4441

## About

Over the past 20 years, Michelle has gained extensive experience in various departments, previously for MEAG Power and currently at ECG. Her expertise lies in listening to the complex needs of communities and delivering viable and effective solutions that meet their needs. She provides strategic and operational leadership across the Community Development, Technical Solutions, and Marketing functions within the Economic & Community Development team.

Michelle plays a pivotal role in providing leadership, management, and operational support within the team while helping position ECG's value and services across Georgia. Michelle earned a bachelor's degree in marketing from Northern Kentucky University and has a strong background in business development and strategic communications.

ECG's technical solutions team provides customized research, GIS mapping, Geospatial design and marketing materials to member communities and businesses interested in growing in Georgia. We assist our member communities in identifying, analyzing, and marketing their assets to developers, consultants, and business owners.



IMPLAN



D&B Hoovers



FT LOCATIONS



AlphaMap

Presenting data visually is a powerful way to convey information effectively and engage the end user. It simplifies the complicated.

Utilizing the latest technology and resources, we offer insightful and strategic assistance to our member communities and internal project managers.

Technical Solutions services are provided at no additional cost to our Economic and Community Development member communities.



# COMMUNITY DEVELOPMENT



At the heart of our approach to community development is the act of listening. We understand that each community is unique, and we begin by attentively listening to your needs and aspirations.

Through collaborative efforts, we work together to identify innovative and tailored solutions that address specific needs. We provide expert guidance and facilitation, ensuring that all voices are heard and valued.

Moreover, we leverage our extensive network of resources and connections to connect you with the necessary tools, funding, and support systems that can propel your community towards sustainable growth and development.



## Jon McBrayer

Manager

Community Development

e. [jmcbrayer@locationgeorgia.com](mailto:jmcbrayer@locationgeorgia.com)

c. 770.356.3322



## About

Jon leads ECG's Community Development initiatives with a focus on creating customized solutions that reflect the unique needs and aspirations of each member community. He brings a collaborative approach to helping communities grow sustainably, leveraging facilitation, planning, and visioning services that improve quality of life.

Jon also provides direct management and guidance of the Technical Solutions team, ensuring that customized research, GIS mapping, geospatial design, and marketing tools are seamlessly integrated—not only into community development efforts, but also in support of industrial and retail development initiatives across Georgia. His leadership helps deliver data-driven, actionable results to ECG's member communities.

Before joining ECG, Jon served as GIS Manager and Planner for the Northeast Georgia Regional Commission, where he worked closely with local governments on comprehensive plans, trail systems, and mitigation strategies. He holds a master's in public administration and a bachelor's in geography, both from Georgia College and State University, along with a GIS certificate. His background combines planning expertise with a strong visual and analytical approach to community development.

# TECHNICAL SOLUTIONS



**Morgan Ferguson**  
Research Analyst  
Technical Solutions  
e. mferguson@locationgeorgia.com  
c. 678.525.1436

## About

Morgan stepped directly into economic development after earning a bachelor's degree in economics from Georgia Southern University. Prior to working with our team, she served as Economic Research Manager and grant administrator at Savannah Economic Development Authority for four years.

At ECG, Morgan works to collect, manage, and prepare relevant market data in support of industrial, retail, and community development efforts as well as customized products for our member communities.

## MARKET RESEARCH & ANALYTICS

Targeted Company Identification and Information | Targeted Industry Information and Analysis | Housing Market Studies | Downtown Market Analyses | Economic Analysis | Request for Information (RFI) Assistance | Project Location Comparison | Business Incentive Research & Analysis | Demographic Analysis | Retail Development Planning | Business Cost Comparisons

# RESEARCH ANALYTICS

Market research is essential for driving economic development as it offers invaluable insights into market dynamics, consumer behavior, and industry trends. By utilizing various data points, it enables stakeholders to identify opportunities for continued success in recruitment, retention, and attraction activities across different industry segments. This information is vital for driving economic and community development, as it helps businesses and organizations make informed decisions and develop effective strategies to meet the needs of their target markets.

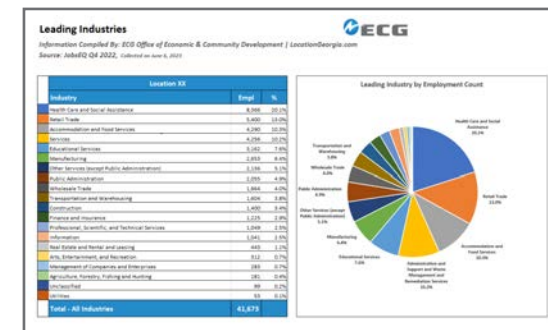
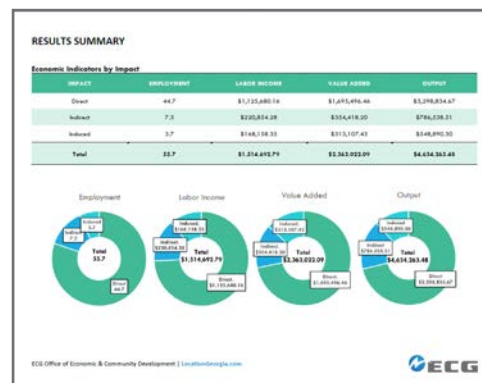
## Market Assessments:

A comprehensive analysis that evaluates market conditions, trends, competition, and consumer behavior to provide insights into the viability and potential opportunities.



## Targeted Industry Information & Analysis:

Compilation and analysis of industry data including demographics, occupation, wages, and more.



## Economic Impact Analysis:

An analysis of various economic indicators such as employment, capital investment, income, and business activity to quantify potential economic impact of new businesses, business shifts, tourism, and special events.



# TECHNICAL SOLUTIONS



**Diana Korir**  
Digital Design &  
Marketing Specialist  
e. [dkorir@locationgeorgia.com](mailto:dkorir@locationgeorgia.com)  
c. 770.633.2450

## About

Diana is a seasoned marketing and graphic designer with a passion for creating captivating visuals and materials that drive economic development. With experience as a digital and social media strategist, she brings a unique blend of creativity and strategic thinking to every project. Her keen eye for aesthetics and understanding of target audiences allow her to create visually compelling materials for member communities, our project management team, and our social media platforms.

Diana holds a bachelor's degree in communications with a concentration in public relations from Kennesaw State University as well as an associate degree in hotel and restaurant management. She incorporates this background employing innovative design elements and storytelling techniques to ensure every marketing piece not only stands out but also effectively communicates the unique value propositions of our member communities.

## MARKETING

Property Flyers | Industry Flyers | Regional Concept Flyers  
Retail & Commercial Concepts  
Downtown Revitalization Concepts  
General Marketing Design Assistance

# MARKETING & GRAPHIC DESIGN

Effective visualization is vital for showcasing community assets and driving economic development. We specialize in providing a diverse range of design services to support our member communities in their marketing efforts. Customized marketing materials, including property flyers, infographics, brochures, and more are designed to captivate the interest of potential investors, businesses, and residents. We understand the importance of highlighting your community's unique economic opportunities and assets, and our services are tailored to help you achieve this.

## Property Flyers

By effectively presenting a property's features, benefits, and investment potential, a property flyer serves as a persuasive marketing tool. It not only grabs the attention of potential investors but also provides them with the necessary information to make an informed decision.



## Infographic Design

If you want your information remembered, a great way is to tell your story visually with an infographic. We break down complex data, creating an easily digestible graphic that can be used to complement your marketing efforts.

## Marketing Brochures

Compiling information in a concise manner to present your story effectively is key to a great marketing brochure. The visual aspects as well as the information arrangement determine its effectiveness. We help you pull all of the pieces together to design a compelling piece for your community.



Economic &  
Community  
Development

# TECHNICAL SOLUTIONS



**Sara Kaminski**  
Geospatial Designer  
Technical Solutions  
e. [skaminski@locationgeorgia.com](mailto:skaminski@locationgeorgia.com)  
c. 757.969.0690

## About

As our Geospatial Designer, Sara utilizes her GIS (Geographic Information System) and design expertise to support spatial analysis, data visualization, and conceptual design processes. She works closely with the economic and community development team to develop innovative solutions, optimize spatial layouts, and create visually appealing representations of geospatial data in industrial, commercial, and mixed-use development opportunities, incorporating 2D and 3D visualizations.

Before joining ECG, Sara was with the Northeast Georgia Regional Commission. She served as a GIS Manager and Community Planner at the commission. Sara graduated from the University of Georgia and earned a master's in Urban Planning and Design. She also earned a bachelor's degree in Geographic Science with a minor in Mathematics from James Madison University, along with an associate degree in Computer Science and a certification as a GIS technician from Virginia Peninsula (formerly Thomas Nelson) Community College.

## GEOSPATIAL ANALYSIS & CONCEPTUAL DESIGN

Area Transportation Views | Demographic Analysis  
with Visual Representation | Buffer Maps | Site  
Analysis Parcel Maps | Incentive Zone Maps  
Regional Maps 2-Dimensional and 3-Dimensional  
Models | Industrial Park Conceptuals  
Retail & Commercial Conceptual Designs

# GEOSPATIAL ANALYSIS & CONCEPTUAL DESIGN

By leveraging geospatial analysis to uncover valuable insights and guide decision-making, along with employing conceptual design to transform visions into practical strategies, communities can establish environments that attract investment, foster entrepreneurship, and promote sustainable growth. Embracing these methodologies empowers communities to maximize potential, enhance quality of life, and ultimately shape a prosperous and resilient future.

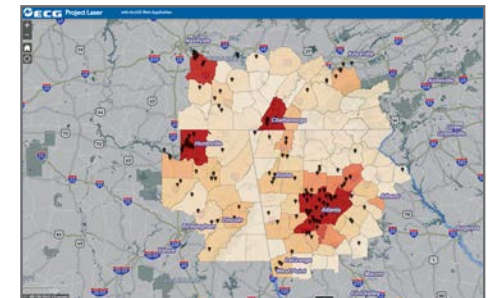
## Conceptual Design

A conceptual design provides a visual representation of a proposed project, be it an industrial site plan or building design, a façade upgrade, or even an intown alleyway or parklet. The design allows stakeholders, including community members, investors, and decision-makers to better visualize the potential impact of the project.



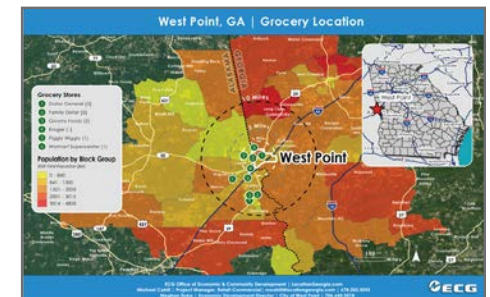
## Geospatial Analysis

Visual story telling is at the essence of what we do. In industrial and retail development, we take the data and tell the story of why. ESRI Story Map allows you to combine maps, images, text, and multimedia elements to create compelling narratives. Providing an interactive and engaging platform to communicate complex data makes it easier for the audience to understand and engage.



## Thematic & Reference Maps

Our mapping service ranges from general reference maps including features like parcels, zoning, location, and other geographic features to the more analytical thematic maps. Thematic maps demonstrate spatial patterns or numerical data including features like income, age, population trends.

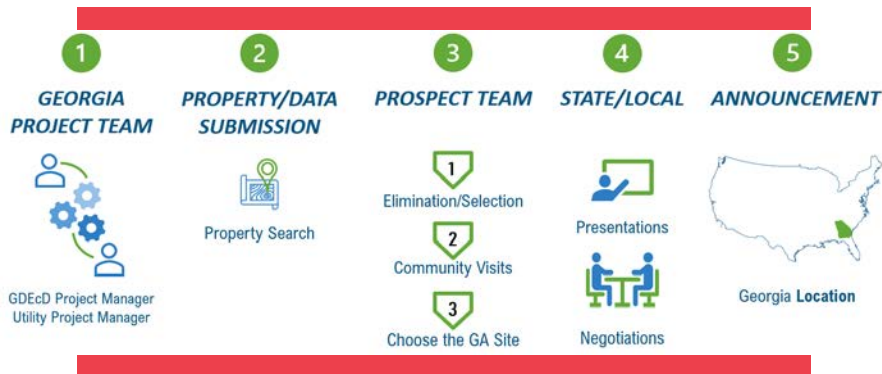




## GEORGIA ENERGY CITIES



Growing Georgia Together



## STATEWIDE INDUSTRIAL COMMERCIAL DEVELOPMENT INDUSTRIAL DEVELOPMENT

The ECG statewide economic development team connects companies interested in opening new facilities or expanding existing operations in Georgia to the people, places, and resources they need for success. We partner fully with the Office of the Governor and the Georgia Department of Economic Development to grow Georgia and match specific project parameters with suitable communities and properties, organize site visits, and facilitate meetings between company representatives and state and local officials.

Recognizing the importance of strong statewide connections, **ECG has joined forces with the Gas Authority** for statewide economic development in creating a new partnership - **GEORGIA ENERGY CITIES**. Increasing our membership to include all of the Georgia Energy Cities generates additional resources to bring more projects to our communities and the state.

4000<sup>+</sup>  
PROPERTIES  
IN OUR DATABASE

### SCREVEN COUNTY INDUSTRIAL SPEC BUILDING

701 INDUSTRIAL PARK ROAD  
FOR SALE | Sylvania, GA

**ANNOUNCEMENT RIVIAN**  
Rivian Inc. (Rivian) will invest \$5.5 billion in a carbon-neutral campus in Georgia for its electric adventure vehicle costing approximately 7,500 jobs on and under 2,500 acres located at the site known as the East Atlanta Megaplot.

**ANNOUNCEMENT HYUNDAI**  
Hyundai Motor Group will open its first fully dedicated electric vehicle (EV) and battery manufacturing facility in the State of Georgia to invest \$5.54 billion in opening a state-of-the-art U.S. smart factory at the Bryan County Megaplot.

**PROPERTY DESCRIPTION**

- 50,000 Sq Ft, Expandable to 300,000 Sq Ft
- For Sale - \$2,600,000
- 30-foot ceilings, TPO roof
- 2 existing roll up doors and cut outs for an additional 19 bays with 50-foot interior bays
- 41.36 acres Included with an additional 27.95 adjoining acres available
- 12" water, 10" sewer, and 4" high-pressure steel gas main

**LOGISTICS**  
Four-lane connection to I-95, I-20, and the Port of Savannah

Screen County Line to Hyundai ..... 23 mi  
Interstate 16 ..... 36 mi  
Screen Co. Spec Building to Hyundai ..... 45 mi  
Savannah/Hilton Head Airport ..... 49 mi  
Port of Savannah ..... 56 mi  
Screen Co. Spec Building to Rivian ..... 130 mi

**WE ♥ JOBS** | **SCREVEN COUNTY DEVELOPMENT AUTHORITY**

**DORIE P. BACON**  
Executive Director  
Screven County Development Authority

Email: [dorie@screenworks.com](mailto:dorie@screenworks.com)  
Office: 912.564.7850  
Cell: 912.531.2024  
Website: [www.screenworks.com](http://www.screenworks.com)

**ECG**  
Economic Development Partners

To maximize business development opportunities that benefit both prospects and our communities, ECG maintains a vast network comprising top site selection consultants, developers, real estate brokers, and engineering and construction firms. We maintain a robust database of over 4,000 properties across Georgia, complemented by advanced research and geospatial analytics, ensuring a modern and meticulous approach to the site selection process.



# INDUSTRIAL COMMERCIAL DEVELOPMENT

Our dedicated Project Managers are keenly focused on delivering exceptional results by playing a vital role in assisting companies to align their project needs with suitable properties and communities across Georgia. Our team recruits new business, organizes site visits, and facilitates meetings between company executives and representatives from state and local entities.



## Scott Berta

Manager  
Industrial Development  
e. [sberta@locationgeorgia.com](mailto:sberta@locationgeorgia.com)  
c. 770.313.7299

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## About

Scott brings a wealth of expertise in land development and industrial economic development to ECG. His previous role as a project manager and GIS/Site Specialist at the Coweta County Development Authority showcases his ability to foster vital relationships at the local and state level. Scott's deep knowledge of sites and environmental considerations played a crucial role in attracting over \$3 billion in capital investment for Coweta County, demonstrating his exceptional skills in driving economic growth through land development.

Scott's educational background includes a bachelor's degree in Forest Resources with a focus on timber management from the University of Georgia. As a Georgia Registered Forester, he brings a unique perspective to the team, combining his land development expertise, community involvement, and forestry knowledge to drive successful outcomes for ECG and its members.



## Chad Charping

Project Manager  
Industrial Development  
e. [ccharping@locationgeorgia.com](mailto:ccharping@locationgeorgia.com)  
c. 478.387.6739

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## About

Prior to joining ECG, Chad honed his skills as a Financial Planning Associate in the Wealth Management sector, gaining valuable expertise in strategic financial planning.

His strong foundation in finance, combined with a Bachelor of Business Administration in Finance from Georgia Southern University, equips him with a solid background for navigating the complexities of economic development and industrial recruitment.



## Mark Elliott

Project Manager  
Industrial Development  
e. [melliott@locationgeorgia.com](mailto:melliott@locationgeorgia.com)  
c. 478.957.3347

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## About

Mark brings valuable experience to ECG, having previously served as a Field Representative for Congressman Jody Hice (GA-10). His tenure in this role has provided him with a deep understanding of the intricacies of government affairs and community engagement.

He holds a Bachelor of Arts in Business Management and Logistics from Georgia College and State University. This educational foundation has equipped him with a comprehensive understanding of business operations and logistics, enabling him to navigate the complexities of project management effectively.



Economic &  
Community  
Development

# INDUSTRIAL DEVELOPMENT SALES & MARKETING



## Georgia Allies

ECG is a founding member and active participant. The State of Georgia collaborates with the private sector through this dynamic marketing initiative to fuel economic development. Established in 1997, this partnership between the state government and private corporations delivers focused marketing campaigns that vigorously endorse and align with the Department of Economic Development's targeted industry sectors. By leveraging this collaboration, Georgia Allies plays a crucial role in propelling economic growth.



We understand the significance of building connections in today's interconnected world. We actively participate in industry-specific events, trade shows, and conferences to connect with key players and decision makers around the globe.

## WE ARE YOUR Global SALES TEAM

Through our collaboration with the Department of Economic Development, we also facilitate avenues for you to showcase your communities, highlighting unique offerings and advantages. Our tailored familiarization tours, events, and activities are designed to capture the attention of influential individuals who play a crucial role in driving economic development.



Economic &  
Community  
Development

# RETAIL COMMERCIAL DEVELOPMENT



We have a deep understanding of the market dynamics and trends that shape the commercial development landscape. Through research and analysis, we identify opportunities that align not only with your goals and objectives but also with developers and retailers. Our expertise lies in our ability to bring together key stakeholders and foster connections for success. This collaborative approach ensures that retail-commercial developments are tailored to meet the needs of the target market and the preferences of the retailers.

## Some common drivers for retail development success:

- 1 **Population Size & Change**
- 2 **Income Levels**
- 3 **Location & Accessibility**
- 4 **Consumer Preference & Demographics**

Our approach to driving retail-commercial development involves a comprehensive utilization of various resources and strategies. We leverage these tools to gather market insights, understand demographics, conceptualize designs, and implement effective marketing strategies that lead to successful opportunities.

## Daniel Martin

Manager

Retail-Commercial Development  
e. [dmartin@locationgeorgia.com](mailto:dmartin@locationgeorgia.com)  
c. 706.580.5017



## About

We recognize the significance of building strong relationships and making well-informed and comprehensive location decisions for retail business operations. Our team is dedicated to understanding your unique qualities and aspirations, and we design recruitment strategies specifically tailored to ensure long-term success.

With a strong background in relationship building, Daniel has successfully engaged with national tenants, landlords, and real estate brokers. He has also held management positions with Kite Realty Group (KRG-NYSE) and Victory Real Estate Investments, specializing in the development of anchored shopping centers across the United States. Daniel's extensive commercial real estate experience spans leasing and sales engagements in 12 states throughout the Southeast. Notably, he has secured deals with prominent retailers like Aldi, Hibbett Sports, Pet Supermarket, T-Mobile, and Waffle House.

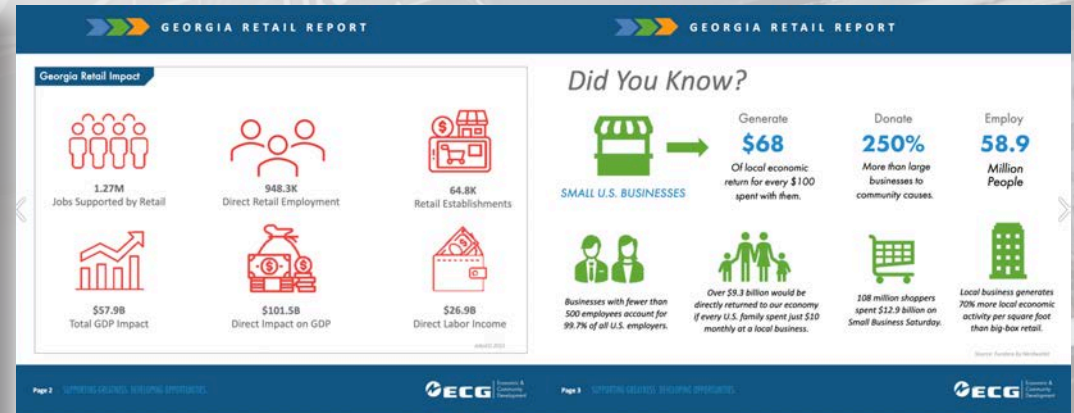
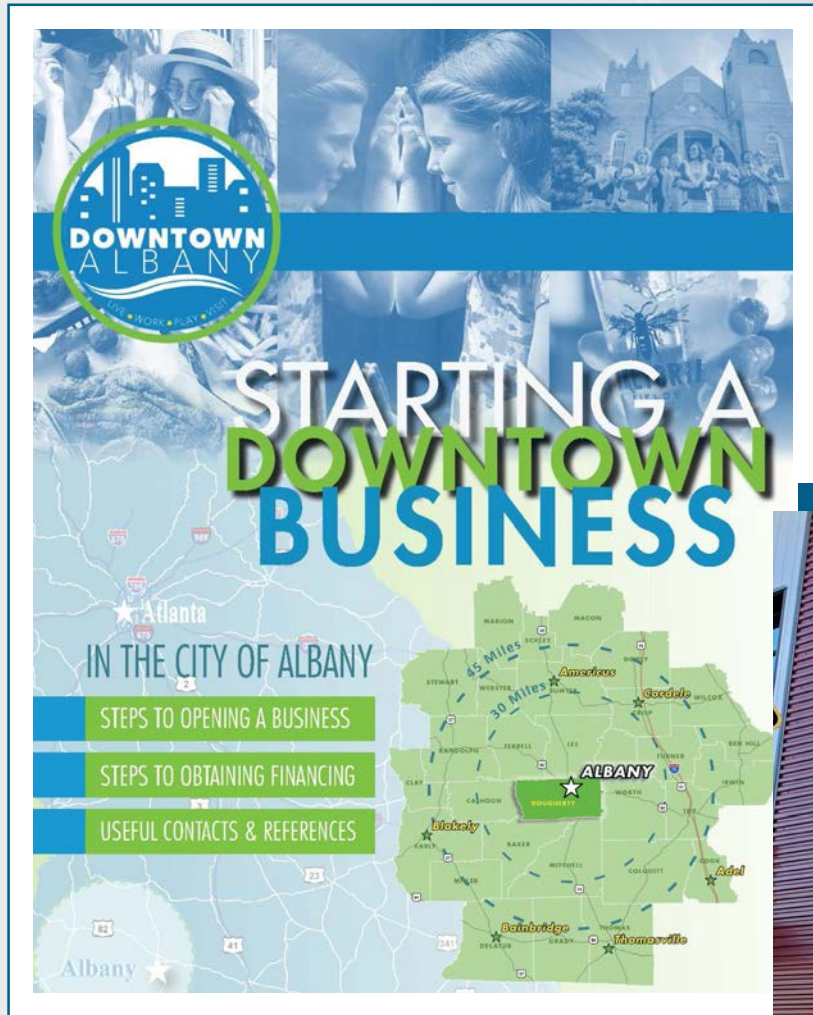
Prior to joining ECG, Daniel served as the Director of Economic Development for the Georgia Mountains Regional Commission, where he worked with local leadership to prepare them for economic growth and prosperity. He holds a bachelor's degree in political science and a master's degree in public administration from Auburn University.



# RETAIL - COMMERCIAL DEVELOPMENT OVERVIEW

Our team understands the value of relationships and making an informed and comprehensive location decision for retail business operations that leads to long-term success. Whether a retailer, brokerage representative, or developer our business development team serves as a single point of contact to local decision-maker relationships and a vast network of real estate professionals throughout Georgia and the Southeast.

ECG utilizes innovative resources to communicate the multi-layered, contextual, and consumer-driven variables and actionable insights to drive retail location and expansion. Creativity, confidentiality, and strong local relationships play an important role in our process and help to ensure a viable, efficient, and successful project.







[WWW.LOCATIONGEORGIA.COM](http://WWW.LOCATIONGEORGIA.COM)

[WWW.ECOGA.ORG](http://WWW.ECOGA.ORG)

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## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into this 6<sup>th</sup> day of March, 2023, and between the **CITY OF OXFORD**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "the City") and the **OXFORD HISTORICAL CEMETERY FOUNDATION, INC.**, a U.S. Internal Revenue Code (501)(C)(3) organization incorporated in the State of Georgia (hereinafter referred to as "the Foundation").

Therefore, the parties agree as follows:

That Oxford's City Cemetery, often referred to as Oxford Historical Cemetery (hereinafter "the Cemetery"), was created by the City and is owned by the City along with individuals owning certain lots or burial rights located therein.

That the Foundation's object and efforts have been and continue to be, "to discover, procure, and preserve whatever may relate to the natural, civic, literary, and ecclesiastical history of the Oxford Cemetery in general and to the maintenance, care and preservation thereof."

That both parties enter into this agreement for the purpose of the administration of the Cemetery to best serve the citizens of the City, the persons owning plots or burial rights therein, and the beautification preservation of the Cemetery itself.

The parties hereto agree as follows:

1. The term of this Agreement will be for an initial period of five (5) years. At the end of the initial period, the City and Foundation may, by mutual agreement, execute a new instrument extending the terms of this Agreement.
2. That the City has the responsibility to ensure that the Cemetery is adequately maintained; and the City specifically sets forth that it is the City's intent and purpose to ensure the perpetual care of all plots and property located within the boundaries of the Cemetery.
3. It is the City's desire to contract with the Foundation for the purpose of providing the maintenance and care of the Cemetery; however, it is understood and is agreed between the parties hereto, that the City shall be responsible for the upkeep of the streets and paved paths throughout the Cemetery and for major improvements. The City shall also be responsible for the removal of trees and bushes fifteen (15) feet tall or taller.

4. That it is the express purpose of this Agreement, by both parties, to provide perpetual care to all plots in the Cemetery.
5. That the Foundation agrees, according to the terms set out hereafter, to direct, manage, maintain, and keep said Cemetery in a good state of upkeep, showing no favoritism toward any one section, location, or portion of said Cemetery, and in doing so, the Foundation agrees to take such action and measures as to maintain the Cemetery as per this Agreement. Actions of the Foundation shall include but are not necessarily limited to: mowing, trimming, and blowing as necessary; removing old flower arrangements; applying fire ant poison; and cutting trees under fifteen (15) feet tall and bushes as needed. At any time, if the City feels that the Cemetery is not being properly maintained, the City shall notify the Foundation in writing of such concerns in accordance with Section 9 of this Agreement.
6. That the City shall be responsible for the sale of burial rights in the Cemetery under the terms and conditions of Chapter 10 of the Municipal Code of the City of Oxford . The City shall maintain accurate records showing the location in the Cemetery of plots for which burial rights are sold, designating the length and width of said plots and the number of grave sites located within each plot. The City will notify the Foundation of such sales and will provide the Foundation with records relating to the sales thereof on an annual basis, or more often at the Foundation's request.
7. That as payment thereof it is agreed that the City shall pay the Foundation two-thirds of such amounts collected by the City for burial rights in each gravesite for the maintenance as set forth above upon execution of the deeds for such purchases. It is anticipated by both parties that the sums of the Foundation's portion of sales plus the earnings from the Foundation's current assets and future anticipated funds from gifts, donations, grants, and burial rights sales will eventually produce sufficient earnings to pay the then current and future annual maintenance obligations. If the Foundation's annual income should not be sufficient to pay the maintenance cost of the Cemetery, the City shall make a direct contribution for maintenance to the Foundation based on a request from the Foundation to the City as part of the City's annual budget process. The proceeds of these payments shall be added to the Foundation's operations account upon receipt for maintenance obligations.
8. That in addition to the terms above, the Foundation agrees to maintain records relating to its operations in the performance of this Agreement in a business-like manner, suitable for auditing. The City or its duly authorized representative shall, at the City's expense, have the right, at reasonable times, to examine or audit the records of the Foundation relating to the performance of

this Agreement, including records relating to income and expenditures and to make and preserve copies thereof.

9. The parties agree to use their best efforts to resolve any dispute as to the interpretation or application of this Agreement. Any dispute must be reported in writing by one party to the other within ninety (90) days after the complaining party becomes aware of facts giving rise to the dispute. The parties shall have sixty (60) days to resolve the dispute. Any dispute left unresolved after this period shall be decided by a panel of three (3) persons, one appointed by the City, one by the Foundation, and one by the two representatives. If the panel cannot resolve the dispute, the Chief Judge of Newton County shall appoint the third part panel member. The panel shall receive written submissions from the parties within thirty (30) days after the panel is selected, and shall render its decision, without opinion, within thirty (30) days after submission of such written material. Each party shall bear its own costs.
10. The City and Foundation shall not discriminate based on race, color, religion, sex, sexual orientation, or national origin in the performance of this agreement. In addition, neither party shall discriminate on any basis in the selections of persons dealing with the administration and maintenance of the Cemetery nor the appointment of members to any committee, board, director, or trustee.
11. No officer or member of the Foundation, nor the City, shall serve in the future hereafter with compensation for Cemetery work or business unless agreed to by both parties. It is understood that City employees will receive no compensation beyond their City salaries for any work related to the Cemetery.
12. This Agreement shall supersede all prior agreements or understandings of the parties and will be effective when signed by an authorized representative of the Foundation and by the Mayor of the City. Unless such execution occurs, the provisions of this memorandum are not binding.

SIGNED, SEALED, AND DELIVERED, this 6<sup>th</sup> day of March, 2023.



David S. Eady, Mayor  
City of Oxford

Anderson Wright, President  
Oxford Historical Cemetery Foundation, Inc.



# Oxford Historical Cemetery Foundation, Inc.

Assets as of 2/11/2024

United Bank (operating account)	\$ 22,148.26
United Bank (savings)	\$ 3,926.69
Edward Jones (Joey Montgomery)	\$ 184,907.26
Edward Jones (Royce Baker)	\$ 339,236.56
Total	\$ 524,143.82

Dividends and Interest deposited in United Bank 1/1/23 to 12/31/23

\$ 18,278.44

## Expenses

Landscape Service (Roger Ross)	\$ 24,900.00
Stamps	\$ 63.00
Safety Deposit Box	\$ 39.00
Post Office Box	\$ 146.00
Total	\$ 25,148.00

Short Fall of \$ 6,869.95

2023  
\$16,165/\$499,327 = 3.24%

2024  
\$18,278/\$524,144 = 3.49%

Top Savings Accounts for February 12, 2024

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Account Type

Savings Only

Zip Code

30281

Stockbridge, GA

Deposit Amount

\$ 524,000

Featured Savings Products ⓘ




Great news for savers!

Fed rate hike mean higher rates on Bankrate. Be sure you're getting the best return on your money below.

Sort by ▾

SAVINGS



Member FDIC  
★★★★★ 5 ⓘ

Promoted Offer: No account fees & earn up to \$300 w/ direct deposit. Terms apply.

APY as of Feb 12 ⓘ

4.60%

Min. balance for APY

\$0


Est. earnings ⓘ

\$24,104

Next

Offer Details

SAVINGS



Member FDIC  
★★★★★ 4.7 ⓘ

Promoted Offer

APY as of Feb 12 ⓘ

5.10%

Min. balance for APY

\$0


Est. earnings ⓘ

\$26,724

Next

Offer Details

SAVINGS



Member FDIC  
★★★★★ 4.9 ⓘ

Promoted Offer: Plus, no monthly fees and unlimited free external transfers

APY as of Feb 12 ⓘ

5.00%

Min. balance for APY

\$0


Est. earnings ⓘ

\$26,200

Next

Offer Details

SAVINGS



Member FDIC  
★★★★★ 4.9 ⓘ

Promoted Offer

APY as of Feb 12 ⓘ

4.35%

Min. balance for APY

\$1


Est. earnings ⓘ

\$22,794

Next

Offer Details

SAVINGS



Member FDIC.

Promoted Offer

APY as of Feb 12 ⓘ

5.10%

Min. balance for APY

\$0


Est. earnings ⓘ

\$26,724

Next

Offer Details

SAVINGS



Member FDIC  
★★★★★ 4.2 ⓘ

Promoted Offer: CIT Bank, a division of First Citizens, 125+ years of experience.

APY as of Feb 12 ⓘ

5.05%

Min. balance for APY

\$5,000

Est. earnings ⓘ

\$26,462

Next

Offer Details

# Oxford Historical Cemetery Foundation, Inc.

Assets as of 2/11/2024

United Bank (operating account)	\$ 22,148.26
United Bank (savings)	\$ 3,926.69
Edward Jones (Joey Montgomery)	\$ 184,907.26
Edward Jones (Royce Baker)	\$ 339,236.56
Total	\$ 524,143.82

Dividends and Interest deposited in United Bank 1/1/23 to 12/31/23

\$ 18,278.44

## Expenses

Landscape Service (Roger Ross)	\$ 24,900.00
Stamps	\$ 63.00
Safety Deposit Box	\$ 39.00
Post Office Box	\$ 146.00
Total	\$ 25,148.00

Short Fall of \$ 6,869.95

Oxford Historical Cemetery Foundation, Inc.

Assets as of 2/10/2023

United Bank Operating Account	\$ 19,060.81
United Bank Savings Savings	15,131.74
Edward Jones     Stuart Hamilton	\$ 185,845.65
Edward Jones     Royce Baker	\$ 313,481.79
Total	\$ 499,327.44

Dividends and Interest deposited in United Bank (01/01/22– 12/31/22)

Total     \$ 16,165.05

Expenses

Landscape Service ( 2021)	\$ 21,600.00
Expenses	\$    177.00
Total Expenses	\$ 21,777.00

Income     \$ 16,165.05

( \$ 5611.95)

**STATE OF GEORGIA  
COUNTY OF NEWTON**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF OXFORD TO AMEND  
“CHAPTER 4: ANIMALS” OF THE CODE OF ORDINANCES OF THE CITY OF  
OXFORD; TO REPEAL ALL CONFLICTING ORDINANCES; TO PROVIDE FOR  
SEVERABILITY, AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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**WHEREAS**, the Constitution of the state of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph II thereof, that the governing authority of the city may adopt clearly reasonable ordinances, resolutions and regulations; and

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

**WHEREAS**, Sections 4 and 5 of the City’s Charter authorizes the City Council to adopt ordinances for the general health, safety and welfare of the citizens of Oxford; and

**WHEREAS**, Newton County, Georgia provides Animal Control services to the City of Oxford pursuant to an Intergovernmental Agreement; and

**WHEREAS**, in the interests of the health, safety, and general welfare of the citizens of Oxford, the City Council desires to exercise its authority to rescind the current Animal Ordinance, codified in Chapter 4 of the Code of Ordinances, and adopt the proposed amendment attached hereto; and

**WHEREAS**, appropriate notice and hearing on the amendments contained herein having been undertaken according to general and local law.

**NOW THEREFORE**, be it ordained by the Mayor and Council of the City of Oxford that

Chapter 4: Animals, be added to the City of Oxford Code of Ordinances, as follows:

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

## Section 1.

### Chapter 4 ANIMALS

#### ARTICLE I. IN GENERAL

##### Sec. 4-1. Definitions.

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

~~Adequate food means the provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal. Such foodstuff shall be served in a receptacle, dish, or container that is physically clean and in which agents injurious to health have been removed or destroyed to a practical minimum.~~

~~Adequate shelter means any animal restrained outdoors shall be provided with access to adequate shelter to remain dry during rain or snow and protect them from wind, and excessive heat or cold. Shelter size shall be large enough to allow the animal to stand up fully without touching the walls or ceiling and of sufficient width and depth to allow the animal to freely turn around. Sufficient and clean bedding material or other reasonable means of protection from the weather elements shall be provided. When sunlight is likely to cause overheating or suffering, sufficient shade must be provided to allow protection from the direct effects of the sun. The animal's containment area shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with any waste or debris, and a suitable method of draining shall be provided to eliminate excess water or moisture.~~

~~Adequate water means a constant access to supply of clean, fresh water provided in a sanitary manner.~~

~~Aggressive animal means any animal that constitutes a physical threat to human beings or other animals by virtue of one or more attacks of such severity to cause property or physical damage.~~

~~An animal is also considered to be aggressive if it makes unprovoked attacks on animals or on physical property.~~

~~Animal means any live vertebrate creature, domestic or wild.~~

~~Animal control shall not be understood to be limited in practice, or interpretation, to the extermination of unwanted or deserted animals in the City. In practice it imposes an obligation upon the administrators to also develop and implement an aggressive program promoting responsible pet ownership within the City. The program shall include, but not be limited to:~~

~~(1) — The development of an educational program on the need for responsible treatment, ownership, and the need for spaying and neutering of dogs and cats to prevent undesirable and unwanted litters;~~

~~(2) — An active, concerted, and responsible adoption program in conjunction with the Newton Humane Society, which might also include an adoption contract between the parties. All revenues collected by the Animal Control Center will be credited to their account by the county to help defray the implementation of these programs. The additional income shall not reduce this department's annual budget.~~

~~Animal Control Center means a structure or physical plant that is constructed or renovated specifically to be the center of the county's animal control activities.~~

~~Animal Control Officer (ACO) means an individual employed either full or part time by the county department of animal control whose authority granted under this chapter is to enforce the provisions of this chapter and other city animal regulations. The ACO shall have the authority to issue citations within the City.~~

~~Cat means a domestic cat, of either sex, vaccinated or not vaccinated against rabies, registered or not registered in the City.~~

~~County Board of Commissioners means the Board of Commissioners of Newton County, Georgia.~~

~~Dangerous dog means any dog that:~~

~~(1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this definition;~~

~~(2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this definition; or~~

~~(3) While off the owner's property, kills a pet animal; provided, however, that this subsection shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.~~

~~Director means a full time Animal Control Officer of the county department of animal control whose duty is to administer and manage the county's animal control program.~~

~~Dog means a domestic dog, of either sex, vaccinated or not vaccinated against rabies, registered or not registered in the City.~~

~~Dog control officer means the person designated by the City to carry out within the City the duties of dog control officer as provided in the state Responsible Dog Ownership Law, O.C.G.A. § 4-8-20 et seq.~~

~~Feral cat means a cat that is born in the wild or is the offspring of an owned or feral cat and is not socialized or a cat that is a formerly owned cat that has been abandoned and is no longer socialized.~~

~~Livestock means all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, and other grazing animals.~~

~~Neutered means the surgical sterilization of a female animal (ovariohysterectomy or spay) or male animal (architectecture or castration).~~

~~Owner means any person having a right of property in an animal or any person whom permits an animal to remain on his premises.~~

~~Rabies certificate means a certificate of vaccination on a form furnished or approved by the state department of human resources.~~

~~Running at large and to run at large means the going upon public or private property by an animal without the owner or person in charge thereof having control over such animal, and includes any animal whatsoever which may be staked, tied or hobbled in any manner as to allow such animal to go or get upon the public streets or sidewalks.~~

~~Secure enclosure, with regard to aggressive animals only, means that the aggressive animal is confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the animal is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape from over or from under the fence.~~



~~Tethered means and refers to an animal attached to a stationary object by a chain, cable or similar device commonly used for the size and type of animal involved. An animal is not considered tethered when the animal is attached to a stationary object as long as the animal is attended at all times by its owner or custodian and is not a public nuisance.~~

~~Under control means an animal controlled by leash when off the property of the owner, or within the property limits of its owner (or another with the permission of the person in control of the property) and confined by fence or other enclosure or restraint (electronic or physical), or accompanied by its owner.~~

~~Vaccinate and inoculate mean the injection of a specified dose of antirabic vaccine by a veterinarian or properly supervised animal health technician into the proper site of an animal.~~

~~Vaccination tag means a tag furnished or approved by the state department of human resources and the county department of animal control. This tag will certify the year, county, and vaccination number. The tag shall be worn at all times by the vaccinated animal.~~

~~Vaccine means an injectable material containing killed or attenuated rabies virus, licensed by the federal department of agriculture, veterinary biologics division and approved by the state department of human resources. Vaccine used for the purpose of immunizing animals against rabies shall be stored at the temperature prescribed on the package label.~~

~~Veterinarian means any person duly licensed to practice veterinary medicine in this state.~~

~~Veterinary hospital and veterinary clinic means a place where medical and surgical treatment is administered to animals by or under the supervision of a veterinarian.~~

~~Vicious dog means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.~~

~~Wild animal means and include any mammal, amphibian, reptile, or fowl, which is of a species which is wild by nature, and of a species which, due to size, vicious nature or other characteristic is dangerous to humans. Such animals shall include, but not be limited to lions, tigers, leopards, panthers, bears, wolves, raccoons, skunks, apes, gorillas, monkeys of a species whose average adult size weight is 20 pounds or more, foxes, elephants, rhinoceroses, alligators, crocodiles, and all forms of poisonous reptiles. The term "wild animal" as used in this chapter shall not include gerbils, hamsters, guinea pigs, mice, rabbits, or ferrets.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(1)(C)))~~

~~State law reference(s)—Similar definitions, O.C.G.A. §§ 4-3-2, 4-8-21, 4-8-41, 4-11-1, 4-11-12.~~

~~Secs. 4-2—4-20. Reserved.~~

## ~~ARTICLE II. ADMINISTRATION AND ENFORCEMENT~~

### ~~DIVISION 1. GENERALLY~~

~~Sec. 4-21. Enforcement officials designated.~~

~~The responsibility for the control of animals within the City shall rest with the Newton County Board of Commissioners. The responsibility for the control of rabies and other zoonoses shall rest with the Newton County Board of Commissioners and the county board of health.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(1)(A), (B)))~~

~~Sec. 4-22. Authority of enforcement officials; procedure.~~

~~(a) — The director, authorized Animal Control Officers, and other authorized employees of the county shall have within the City all of the powers and authority of police officers within the City only to the extent necessary to enforce within the City this chapter and other laws of the City relating to animals and fowl.~~

~~(b) — All duly appointed and qualified law enforcement officers and Animal Control Officers and other designated persons are authorized to issue written notices to persons within the City violating this chapter or any other laws governing the regulation and disposition of animals, which notices shall, among other things describe the violation.~~

~~(c) — Any person violating this Code, obstructing qualified animal control personnel, and their equipment, or any other laws governing the regulation of animals within the county may be issued a citation and summons to appear before a court of competent jurisdiction, and the offending animal may be immediately impounded pending disposition of the citation by the Court.~~  
(Ord. of 4 2 2012(13), § 1(30-101(2)(A), (B)))

~~Sec. 4-23. Director authorized to contract for services with other local governments.~~

~~The director is authorized to negotiate with other local government agencies for the handling of animals within the City under this chapter.~~

~~Sec. 4-24. Penalties.~~

~~(a) — Except as otherwise provided herein, any person found guilty of violating this article shall be subject to the following penalties:~~

~~(1) — Upon a first violation and conviction, the court shall impose a fine of not less than \$100.00 and not more than \$1,000.00, 60 days imprisonment, or both, in addition to any other penalty or punishment imposed by the court. Imprisonment or fine may be substituted with mandatory spaying or neutering of the animal by a licensed veterinarian at the expense of the owner, except in circumstances where state law provides for harsher penalties.~~

~~(2) — Upon a second violation and conviction within a 24-month period of time, as measured from the date of issuance of previous court summons for which convictions were obtained, the court shall impose a fine of not less than \$300.00 and not more than \$1,000.00, 60 days imprisonment, or both, in addition to any other penalty or punishment imposed by the court.~~

~~(3) — Upon a third and subsequent violation and conviction within a 24-month period of time, as measured from the date of issuance of previous court summonses for which convictions were obtained, the court shall impose a fine of not less than \$500.00 and not more than \$1,000.00, 60 days imprisonment, or both, in addition to any other penalty or punishment imposed by the court.~~

~~(b) — Notwithstanding anything to the contrary herein, upon violation and conviction for failure to comply with the microchip requirement of this chapter, the court shall impose a fine of \$1,000.00, 60 days imprisonment, or both, in addition to any other penalty or punishment imposed by the court.~~

~~(c) — Each act or omission in violation of this article shall constitute a separate offense. Each day that such violation continues to exist shall constitute a separate offense.~~

~~(d) — In addition to any other penalties allowed by law, the court, as part of any sentence, may do a combination of any of the following:~~

~~(1) — Prohibit the offender from owning, possessing, or having on the offender's premises in the City any animal during the term of the sentence;~~

~~(2) — Order that the animal be removed from the City;~~

~~(3) — Order that the animal be surrendered to the county animal control facility;~~

- (4) — Order that the animal be humanely destroyed; or  
(5) — Order restitution to any victims.  
(Ord. of 4-2-2012(13), § 1(30-101(2)(C)))

~~Sec. 4-25. County kennel and breeder licenses.~~

(a) — Before a kennel or breeder license is issued by the county for persons or premises within the City, the Animal Control Center shall investigate the petitioner, the location and the proposed facilities to determine the legitimacy of the petition and whether the location, facilities and environment are such as will prohibit puppy mills and provide humane and proper care of the animals.

(b) — All kennels and breeders within the City shall be registered with the Animal Control Center and animal control personnel may make periodic inspections of the animals and facilities. Any operator of a kennel or breeding facility in the City who fails to obtain a county license, fails to maintain a registry with the Animal Control Center, or otherwise violates this section shall be subject to fines or penalties as provided in this chapter.

(Ord. of 4-2-2012(13), § 1(30-101(10)))

~~Sec. 4-26. Fees.~~

All fees referred to in this chapter shall be in the amount established from time to time by the City Council or the County Board of Commissioners as provided in the city fee schedule.

~~Secs. 4-27 — 4-55. Reserved.~~

~~DIVISION 2. IMPOUNDMENT AND VOLUNTARY SURRENDER~~

~~Sec. 4-56. Applicability.~~

The provisions of this division shall apply to all animal impoundments except to the extent that it conflicts with other impoundment procedure provided elsewhere in this chapter.

~~Sec. 4-57. Impoundment authorized.~~

If the director or any animal control staff member either observes or receives a proper citizen complaint of an animal within the City that is in violation of this chapter, and if such violation is one for which this chapter authorizes impoundment, it shall be the duty of the director, Supervisor or officers to capture and take such animal to the Animal Control Center or other designated place, there to be impounded and detained as provided in this division. Dogs or cats, three months of age or older, can be subject to impoundment if the dog or cat does not display a current vaccination.

(Ord. of 4-2-2012(13), § 1(30-101(5)(C)))

~~Sec. 4-58. Voluntary surrender of animals; surrender of multiple dog and cat litters.~~

(a) — Any resident of the City may surrender an animal to the county animal shelter upon the payment of an adoption handling fee in accordance with a fee schedule approved by the Mayor and Council.

(b) — In the event more than one litter of puppies or kittens is surrendered by a single owner, the owner must either qualify for or obtain a kennel license, or have the parents spayed and neutered by a licensed veterinarian at the owner's expense, with proof to be furnished to county animal control within 30 days. Persons failing to comply with this subsection shall be subject to a fine of

not less than \$100.00 or imprisonment not to exceed five days. An exception to the requirements of this subsection may be made in the case of indigent owner or on an individual basis if confirmed by the director or director's designee.

~~(Ord. of 4-2-2012(13), § 1(30-101(5)(D)))~~

~~Sec. 4-59. Treatment of sick and injured impounded animals.~~

~~Impounded or sick animals will be treated for injury or illness when such treatment is found to be reasonably necessary in the judgment of the director or supervisor.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(5)(C)(1)))~~

~~State law reference(s)—Duty to provide for care of impounded animals, lien for costs of care, and return of animals to owner, O.C.G.A. § 4-11-9.3; notice to owner of impoundment, O.C.G.A. § 4-11-9.4.~~

~~Sec. 4-60. Notice to owner.~~

~~If an impounded animal is wearing any type of identification, the director, supervisor or designee shall notify the animal's owners by telephone, door hanger, or by mail that such animal has been received by the Animal Control Center. The mailing of notice shall be deemed sufficient notice under this section if it is mailed to the owner at the address shown in other types of identifications.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(5)(C)))~~

~~Sec. 4-61. Maximum holding period; exception.~~

~~(a) — Except as otherwise specifically provided in this section, animals impounded under this section shall be held in designated pens for the owner for six calendar working days from the date the owner was notified by telephone, door hanger, or notice was mailed to the owner. On the seventh day following such notice, the animal shall be disposed of as provided in this section.~~

~~(b) — Notwithstanding the holding period established in this section, if in the opinion of the director or designated employee, the release of an impounded animal could impair the health or safety of the public, such animal shall be held at the Animal Control Center or an approved veterinary clinic at the expense of the owner pending a court order for disposition.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(5)(C)))~~

~~Sec. 4-62. Redemption by owner.~~

~~(a) — Generally. Provided the animal is not infected or reasonably believed to be infected with rabies or any other infections or contagious diseases, any animal impounded may be redeemed by its rightful owner at the Animal Control Center upon presentation of satisfactory evidence of ownership (regulation paper, bill of sale, photographs, registration or vaccination certificates, and similar documentation), and payment of the applicable impoundment fee, rabies vaccination fee, and boarding fee, in accordance with a fee schedule approved by the Mayor and City Council. The owner shall also be required to pay the actual cost of any necessary veterinary services.~~

~~(b) — Dangerous dogs, vicious dogs, and aggressive animals. Absent an order from a court of competent jurisdiction to the contrary, any animal that has been confiscated under this chapter that is classified dangerous, vicious or aggressive shall be returned to its owner only following disposition by the court on any pending citation and only then upon the owner's proof of strict compliance with the provisions of this chapter regarding registration and restraint of such animals. Upon redemption, the owner shall pay actual boarding expenses, plus reasonable confiscation costs in an amount specified in the City fee schedule, together with the cost of any necessary veterinary~~

services. If the owner has not complied with the provisions of this section and paid all boarding, confiscation and other costs within 20 days following disposition by the court, the animal shall be humanely destroyed.

~~(Ord. of 4-2-2012(13), § 1(30-101(5)(C)(1), (6)(C)))~~

~~Sec. 4-63. Disposition of unredeemed animal by adoption or transfer to rescue agency.~~

~~(a) — Duty of animal control director. It will be the duty of the director to offer for adoption to the public, or transfer to rescue agencies licensed by the state department of agriculture, after verification, any and all healthy animals impounded in accordance with this chapter and not redeemed as provided herein.~~

~~(b) — Animals eligible for adoption. The county animal control may offer for adoption any animal impounded from within the City and unclaimed after six days following notification of impoundment as required in this chapter or any animal that has been surrendered to animal control by the owner provided each animal offered for adoption is determined by director or director's designee to be of reasonably good health and temperament. No animal determined to be dangerous, vicious or aggressive shall be offered for adoption.~~

~~(c) — Application for adoption. Persons who want to adopt an animal must make application for adoption with county animal control and meet requirements associated with the humane housing and care of the animal as determined by the director and by the payment of the required fees.~~

~~(d) — Redemption of adopted animal. Adoptions under this section are not final until 30 days after adoption during which period the person originally entitled to redeem the animal may reclaim the adopted animal in the manner provided in this subsection. The option to redeem after adoption must be exercised within a period of 30 days from the date the animal was adopted. The person redeeming the animal and will be required to reimburse the adopter double the adoption fee for the days the animal was held and cared for by the adopter and any verified expense incurred for qualified veterinary services. Any animal not redeemed in accordance with the provisions of this subsection shall, after the 30-day period, become the property and responsibility of the adopter.~~

~~(e) — Mandatory sterilization. Animals adopted from the county Animal Control Center shall be sterilized in strict accordance with O.C.G.A. § 4-14-1 et seq.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(9)))~~

~~Sec. 4-64. Destruction of unredeemed animals not otherwise disposed of.~~

~~Dogs, cats and other animals taken up and impounded under the terms of this chapter that are not redeemed or adopted or transferred to a rescue agency shall be disposed of by the department of animal control. These animals shall be destroyed in the most humane method of euthanasia currently recognized.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(5)(C)(4)))~~

~~State law reference(s) — Euthanasia of dogs and cats by animal shelters, O.C.G.A. § 4-11-5.1; disposal of impounded animals, O.C.G.A. § 4-11-9.6.~~

~~Sec. 4-65. Unauthorized disposition of impounded animals prohibited.~~

~~(a) — Unauthorized removal from center. It is unlawful to remove any animals from the Animal Control Center except as provided for in this chapter.~~

~~(b) — Use of animals for research prohibited. No animal in the custody of the Animal Control Center shall be sold, donated, released, or received for any type of research or experiments.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(3)(F)), (30-101(5)(C)(2)))~~

~~Secs. 4-66—4-88. Reserved.~~

## ~~ARTICLE III. CARE AND CONTROL~~

### ~~DIVISION 1. GENERALLY~~

~~Sec. 4-89. Humane treatment required.~~

~~(a) Adequate food, water, shelter and veterinary care. No person, corporation or other entity having an animal in its possession or control, shall fail to provide the animal adequate food, water, shelter and adequate protection from the elements. Veterinary care, when needed, to prevent suffering to the animal, shall be provided and, further, the animal, shall be treated with humane care at all times.~~

~~(b) Physical abuse; animal fights. No person shall beat, ill treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate, or permit combat between animals or fowl.~~

~~(c) Abandonment. No person or corporate entity having an animal in its possession or control shall abandon the animal on public or private property. Any person in violation of this subsection shall receive a fine of not less than \$500.00 and not to exceed \$1,000.00 or confinement for 60 days, or both, for a first and all subsequent offenses.~~

~~(d) Poisoning. No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal. It shall not be unlawful for a person to expose on his property common rat and insect poisons.~~

~~(e) Trapping. No person shall use steel-jawed leghold traps for the trapping of animals without any required written permit obtained from the appropriate state or federal government agency.~~

~~(f) Leaving animals unattended in vehicles. As a condition of entering the City, all who enter shall be deemed to have consented to such reasonable means or force necessary to cause removal of such animals left unattended in a closed vehicle. A vehicle is considered closed regardless of whether vehicle windows are open. No action at law or equity or claim for or damages shall lie against the City, Newton County, or its officers in connection with lawful enforcement of this section.~~

~~(g) Tethering of animals riding in open vehicles. A leash must restrain any animal that is kept in the back of an open truck or a convertible car. Such a leash must be of the size and length to restrict the animal within the confines of the car or bed of the truck and to prohibit the animal from jumping out over the side or back of such vehicles.~~

~~(h) Causing suffering or death by intentional cruelty or willful neglect. No person shall commit the offense of cruelty to animals by causing death or unjustifiable physical pain or suffering to any animal by an act, an omission, or willful neglect. The offense of cruelty to animals is also punishable under state law.~~

~~(i) Penalties and enforcement. Except as otherwise provided above with regard to animal abandonment, any person, corporation or other legal entity violating any of the provisions of this section shall be subject to the general penalties provided in this chapter.~~

~~(j) Impoundment of animals. Any animal treated in violation of the provisions set forth in this section may be impounded immediately and examined by a veterinarian as soon as possible.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(3)))~~

~~State law reference(s)—Animal protection, O.C.G.A. § 4-11-1 et seq.; performing cruel acts on, harming, maiming or killing dogs, O.C.G.A. § 4-8-1.~~

~~Sec. 4 90. Livestock and fowl.~~

~~(a) — Keeping generally; maximum number of animals allowed. Horses, cows, ponies, donkeys, and other domestic livestock may be kept, raised or bred for home use and enjoyment, provided that only one such animal shall be permitted for each two acres of land area, and shall be adequately contained by fence within that property. Ducks, quail, chickens, turkeys, pigeons, pheasants, and other fowl, may be raised for home use provided such fowl are adequately contained within the property. The keeping of fowl is limited to five birds per acre.~~

~~(b) — Tethering restricted. It is unlawful for any person to stake, tie or hobble any animal whatsoever on any land of which he is not the owner, to obstruct any street or sidewalk by hitching or staking out any animal or to permit any animal to be so hitched or staked out that it can go upon or across any street or sidewalk, to tie or fasten any animal to any tree, or box around any tree, planted or growing in any street or public place, or to a fence or lamppost which is the property of another, without such other person's consent therefor.~~

~~(c) — Running at large prohibited and declared nuisance. The running at large of horses, mules, other Equidae, cattle, sheep, goats, hogs, domestic rabbits, or domestic fowl, or ostrich and emu, or other animals within the limits of the City is hereby declared a nuisance and is unlawful for the owner or keeper of any such animal or fowl to permit the same to run at large within the City.~~

~~(d) — Impoundment authorized. It shall be the duty of the director or director's designee to take up and take charge of all horses, mules, other Equidae, cattle, sheep, goats and hogs found running at large within the City, and to capture or contract to capture and take such animals to the Animal Control Center or other designated place, there to be impounded and detained for a period in accordance with state law.~~

~~(e) — Redemption of impounded livestock. The owner shall be responsible for the impoundment and boarding fees in accordance with a fee schedule approved by the Mayor and City Council of the City, as well as any reasonable fees for veterinary care and hauling.~~

~~(f) — Destruction of animals not claimed or sold. If, at the time of the sale of any livestock under the provisions of state law and this chapter, the owner has not redeemed the same in accord with state law and this chapter, and no purchaser can be found for the animal, the director or director's designee shall cause such animal to be humanely destroyed, and shall deposit the carcass in such place as may be designated for such matter.~~

~~(g) — Unauthorized impoundment and finder's rewards prohibited; exceptions. It is unlawful for any person, other than a duly appointed and qualified law enforcement officer of the county or any authorized employee of the director, or humane organizations approved by the director to engage in the impounding of animals. The foregoing restriction shall not apply to stray animals temporarily contained or impounded until the animal's owner can be located and notified. No reward shall be given for impounding, and any officer authorized to impound animals detected in offering a reward of any kind whatsoever to any person to impound such animals shall be deemed guilty of an offense.~~

~~(h) — Destruction of sick or injured animals. When from any cause it may happen that any horse, mule, cow, steer, goat, sheep, dog, cat or other animal within the limits of the City shall be so wounded, maimed or injured as to render its recovery hopeless, then it shall be the duty of the director, or designated Animal Control Officer, to cause it to be humanely destroyed as soon after such injury as possible, and to cause the carcass thereof to be removed to such place as may be set apart for such matter. When the director has cause to humanely destroy any animal under this~~

section, it shall become his duty to at once file a report in writing of such destruction, and such report shall show:

(1) — A description of the animal destroyed, and the name of the owner thereof if known;

(2) — The injury which made destruction necessary, and how same was inflicted, and by whom, if known;

(3) — The names of at least two reliable witnesses, who are conversant with the facts of the injury and the destruction;

(4) — A description of the injury from a veterinarian, if available.

(Ord. of 4-2-2012(13), § 1(30-101(7)))

State law reference(s) — Livestock running at large, O.C.G.A. § 4-3-1 et seq.; disposal of impounded livestock, O.C.G.A. § 4-3-7.

#### Sec. 4-91. Keeping of wild animals.

(a) — ~~Restricted near residential properties; violations and penalties. It is unlawful within the corporate boundaries of the City for any person to possess, keep, permit, suffer, cause, or allow any wild animal within any residence or within 300 feet of any residence or building used for human habitation. Any person who violates this subsection shall be subject to the general penalty provisions of this chapter. Each day any person possesses, keeps, and permits, suffers, causes or allows any wild animal to be kept day violation of this subsection continues shall be separate offense and, further, the keeping of more than one such wild animal in violation of this subsection shall be a separate offense for each such animal.~~

(b) — ~~Authority to enter property and seize animals. The director or director's designee shall seize all animals found in violation of this section and impound all such animals at the Animal Control Center or other suitable place. The director, ACO, or any law enforcement officer within the county may enter any building to seize an animal which is therein in violation of this section upon the consent of an adult occupant of such building or one having the right of possession of such building, or under a warrant.~~

(c) — ~~Redemption of impounded wild animal. Upon showing to the director or his delegated authority of clear and convincing proof of right of possession of an impounded wild animal, the animal may be redeemed within seven days of the date of impoundment upon payment of the impoundment fee and boarding fee in accordance with a fee schedule approved by the Mayor and City Council, provided that the animal is not infected or believed to be infected with rabies or any other disease and further provided that the person redeeming the animal submits to the director a sworn affidavit setting out the location where the animal will be kept and certifying that he will not permit, suffer, cause, or allow such animal to be within any residence or within 300 feet of any residence.~~

(d) — ~~Destruction of unredeemed animals. If such animal is not redeemed within seven days of the date of initial impoundment, the director shall be authorized to destroy such animals in the most humane manner possible.~~

(e) — ~~Vaccination of wild animals. No person shall vaccinate, or attempt to vaccinate, any wild animal for rabies by the use of live virus vaccine nor shall any person within the City possess, keep, permit, or allow any wild animal that has been vaccinated against rabies with the use of live vaccine.~~

(f) — ~~Exceptions for animals kept in zoos or for medical, teaching or research purposes. The provisions of this section do not apply to animals kept for treatment in a facility operated by a veterinarian licensed in this state, animals kept in publicly owned zoos, and animals used for~~



research for teaching purposes by a medical or veterinary school, licensed hospital or non-profit university or college providing a degree program.  
(Ord. of 4-2-2012(13), § 1(30-101(8)))

~~Sec. 4-92. Aggressive animals.~~

~~(a) — Confinement required; destruction authorized. The owner of any aggressive animal other than a dangerous dog or vicious dog (addressed in section 4-120) who does not confine such aggressive animal in a building or secure enclosure, or any person who shall release, either willfully or through a failure to exercise due care or control, or take such animal out of such building or secure enclosure in a manner which is likely to cause injury to another person or damage to the property of another person, shall be in violation of this article, and such animal shall be permanently confined by the owner or humanely destroyed.~~

~~(b) — Muzzle required in public places. It is unlawful for any person to cause, permit, accompany or be responsible for any aggressive animal on the streets or in any other public place, at any time, unless, in addition to the other requirements of this article, such animal is securely muzzled to effectively prevent it from biting any person or other animal.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(6)(C)))~~

~~Sec. 4-93. Microchip requirement.~~

~~Any animal labeled as dangerous, vicious or aggressive under this chapter shall be required to be implanted with a microchip in order to ensure that such animal can be readily identified. Proof that the microchip was implanted must be provided to animal control within 36 hours of the animal being so designated. If proof is not provided within the specified time frame, the animal must be surrendered to animal control within 24 hours.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(6)(D)))~~

~~Secs. 4-94 — 4-114. Reserved.~~

**DIVISION 2. DOGS AND CATS**

~~Sec. 4-115. Running at large prohibited; dogs and cats to be under control.~~

~~(a) — Purpose and intent. It is the intent of this section that all dogs and cats be prevented from leaving, while unattended, the real property limits of their owner, possessor or custodian. It is further the intent of this section that, unless animal control has a signed running at large complaint on file regarding a specific dog or cat, no dog or cat be impounded and no citations be issued under this section unless the dog or cat is observed off the real property limits of the owner, possessor or custodian, either by signed complaint by a witness, or by the Animal Control Officer.~~

~~(b) — Duty of owner to prevent violations. It shall be the duty of every owner of any dog or cat or anyone having a dog or cat in his possession or custody, to ensure that it is under control, so that it cannot wander off of the real property limits of the owner, possessor or custodian. Hunting dogs and farm and cattle dogs shall be deemed under control while on land with the consent of the owner thereof and engaged in normal hunting or farming activity for the particular type of dog involved.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(5)(A)))~~

~~Sec. 4-116. Prevention and control of feral cats; trapping.~~

~~In an effort to prevent development within the City of feral cat colonies and the nuisances associated therewith, the county animal control department provides cat traps at no charge to city citizens requesting such devices. City citizens obtaining cat traps from the county shall use the trap and dispose of any trapped animal strictly in accordance with county animal control regulations. (Ord. of 4-2-2012(13), § 1(30-101(5)(B)))~~

~~Sec. 4-117. Confinement of females in heat.~~

~~All female dogs and cats that have not been spayed and are in heat, must be securely confined in such a way that they not only cannot run loose, but also cannot be reached by other dogs or cats. (Ord. of 4-2-2012(13), § 1(30-101(5)(A)))~~

~~State law reference(s) — Permitting dogs in heat to run free prohibited, O.C.G.A. § 4-8-6.~~

~~Sec. 4-118. Restraint of dogs; tethering restricted.~~

~~(a) — Type of restraint required. It is unlawful for any owner, possessor, or custodian of any dog to fail to keep the dog under restraint or control as provided for in this section. Reasonable care and precautions shall be taken to prevent any dog from leaving the real property limits of its owner, possessor or custodian, and to ensure that the dog is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape of its own volition.~~

~~(b) — Electronic containment systems permitted. Secure and humane restraint by an electronic containment system is permitted provided that adequate signage must be placed on the property indicating that the system is in place.~~

~~(c) — Tethering permitted; acceptable methods. Sick or injured dogs and dogs under six months of age that do weigh less than 20 pounds may not be tethered in the City. For all other dogs, tethering as a means of adequately restraining the dog under this section is permitted provided that the following conditions are met:~~

~~(1) — The dog must be securely and humanely tethered in the immediate presence of a caregiver.~~

~~(2) — There must be adequate food, water and shelter available at all times within the tethering area.~~

~~(3) — The tethering area shall be clear of any debris or obstacles to prevent the tethering line from becoming entangled.~~

~~(4) — The tethering area shall allow for the maximum available exercise area and maximum freedom of movement.~~

~~(5) — The tethering area must be maintained in a sanitary condition and must provide the dog access to adequate dry ground.~~

~~(6) — The tether shall be attached to a stationary object that cannot be moved by the animal and shall terminate at both ends with a swivel.~~

~~(7) — The tether shall be placed to prevent any dog from encroaching upon adjoining property or public rights of way, including sidewalks and roads.~~

~~(8) — The tether shall be a minimum of ten feet or three times the length of the dog, as measured from the tip of the nose to the base of the tail, whichever is longer.~~

~~(9) — The tether shall be made of a substance which cannot be chewed by the dog.~~

~~(10) — The tether shall weigh less than ten percent of the weight of the dog being tethered.~~

~~(11) — The dog shall be attached to the tether with a properly fitting buckle type collar or harness made of nylon or leather; choke, chain, pinch, or prong collars shall not be used to attach a dog to a tether.~~

~~(12) — Pulley systems shall be mounted at least four feet and no more than seven feet above ground level.~~

~~(13) — Only one dog shall be attached to a single tether; if more than one dog is tethered on a property, the tethers shall be located so that the lines cannot become entangled.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(5)(B)))~~

~~Sec. 4-119. Removal of dog feces from certain areas.~~

~~The owner, keeper, walker or person in charge of any dog shall not permit solid fecal matter of such animal to deposit on any street, alley, or other public property, unless such matter is immediately removed therefrom by the owner or person in charge of the dog. This section shall not apply if the person in control of the dog is visually or physically handicapped.~~

~~Sec. 4-120. Dangerous and vicious dogs.~~

~~(a) — State law applicable. Dangerous dogs and vicious dogs within the City shall be investigated, classified, registered, controlled and possessed in strict accordance with the state Responsible Dog Ownership Law, O.C.G.A. § 4-8-20 et seq., commonly referred to as the state dangerous dog control law. A copy of such statutory provisions is available in the office of the City Clerk in addition to its general availability from multiple web sources.~~

~~(b) — Authority of county animal control board and dog control officers. The county animal control board is authorized to carry out within the City the duties and responsibilities of animal control boards under O.C.G.A. § 4-8-20 et seq. In addition, the county Animal Control Officers authorized to enforce this chapter are also authorized to act as dog control officers under O.C.G.A. § 4-8-22. Dog control officers shall have authority to investigate complaints arising under this division and to identify dangerous, vicious dogs and aggressive dogs within the City. Such authority to investigate shall include the authority to enter onto public and private property within the City, in the manner permitted by law, for purposes of investigation and periodic inspection.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(6)(B)))~~

~~Secs. 4-121 — 4-138. Reserved.~~

### ~~DIVISION 3. RABIES PREVENTION AND CONTROL~~

~~Sec. 4-139. Vaccinations.~~

~~(a) — Required. All dogs or cats in the City over three months of age will be inoculated annually for rabies with an approved vaccine. All dogs and cats which are brought into the City and which are more than three months of age and which have not been inoculated shall be inoculated within 30 days after their arrival in the City.~~

~~(b) — Certificate of vaccination as evidence. A certificate of a veterinarian certifying that the vaccine was administered as required by this Code, bearing the date and type of vaccine and the identification of the dog or cat by breed, color, and sex and the vaccination tag number and the name and address of the owner, shall be evidence of such vaccination.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(4)))~~

~~Sec. 4-140. Duty to report animal bites.~~

~~Any person having knowledge of an animal bite is hereby required to report it immediately to the department of animal control.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(4)))~~

~~Sec. 4-141. Confinement of animals who have bitten humans or been exposed to rabies.~~

~~(a) — Except as otherwise provided in this section, every animal that has rabies or symptoms thereof, every animal that has been exposed to rabies, and every animal that bites or otherwise attacks any person within the City, except as otherwise provided in this article with regard to dogs and cats, shall be impounded at once and held under observation by the department of animal control for ten calendar days.~~

~~(b) — If its owner desires, such animal may be confined for observation in a veterinary hospital or clinic approved by the director at the owner's expense for the same period of time as the animal would be confined for observation at the county's Animal Control Center. Upon request, the director shall approve a veterinary hospital or clinic for such purposes if it is shown that the hospital or clinic is able to properly confine and observe such animals unless there is reason to doubt whether such hospital or clinic will actually do so.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(4)))~~

~~Sec. 4-142. Confinement of dogs and cats who have attacked or bitten humans.~~

~~(a) — Any dog or cat that bites or otherwise attacks any person within the City while the animal is confined on the owner's premises may be quarantined on the owner's premises for a period of ten calendar days immediately following the date such animal has attacked a person if the animal has a current rabies vaccination at the time the attack occurred, provided that the animal is observed by an ACO at the beginning of the quarantine period, and again ten days later.~~

~~(b) — The animal shall be examined by a veterinarian at the end of the quarantine period. The veterinarian shall provide the owner with a written report setting out the results of such examination. The report shall be submitted by the owner to the director within three days after the examination has been made.~~

~~(c) — Any owner or keeper of an animal that fails to keep the animal confined, fails to have the animal examined by a veterinarian, or fails to provide the animal control department a veterinarian's report of the results of an examination when required to do so under this chapter shall be subject to penalties as provided for violation of this chapter.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(4)))~~

~~Sec. 4-143. Rabid and potentially rabid animals not to be on public ways; exception.~~

~~No animal that has rabies shall be allowed at any time on the streets or public ways of the City. No animal that has been suspected of having rabies shall be allowed at any time on the streets or public ways of the City until such animal has been released from observation by the director or the director's designee.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(4)))~~

~~Sec. 4-144. Surrender of suspect animals required on demand.~~

~~The owner, keeper or person in charge of any animal that has rabies or symptoms thereof, or that has been exposed to rabies, or that has bitten or otherwise attacked any person within the City shall, on demand, turn over such animal to the director or any officer acting as his representative.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(4)))~~

~~Sec. 4-145. Disposal of rabid animal carcasses.~~

~~The body of any animal that has died of rabies shall not be disposed of except as directed by the director.~~

~~(Ord. of 4-2-2012(13), § 1(30-101(4)))~~

## ARTICLE I. - GENERAL

### Sec. 4-1. - Short title.

This chapter may be cited as the "City of Oxford Animal Control Regulations."

### Sec. 4-2. - Purpose.

It is the purpose of this chapter to minimize health hazards of animals, and to provide a healthier atmosphere in which the citizens may enjoy their pursuits and rights in their individual properties.

### Sec. 4-3. - Definitions.

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

Abandoned animal means any domestic animal or livestock unattended or not cared for in excess of 36 hours.

Adequate food means sufficient quantity of non-contaminated and nutritionally healthy sustenance, appropriate to the animal, or at the direction of a licensed veterinarian, sufficient to prevent starvation, malnutrition, or risk to the animal's health. Garbage, spoiled, rancid or contaminated food is not adequate food.

Adequate shelter means protective cover appropriate for the species and adequate space to maintain the animal in good health and prevent pain, suffering or a significant risk to the animal's health. Adequate shelter shall consist of a completely enclosed structure with three to four sides with a door opening, a constructed floor, and a roof. Adequate shelter shall be clean, dry and compatible with current weather and age, size, species and condition of the animal. The structure shall be of sufficient size to allow the animal to stand, turn around, lie down and go in and out of the structure comfortably. Adequate shelter must be compatible with the number of animals on the property.

#### (1) Adequate shelter includes, but is not limited to:

- a. Sufficient coverage and insulation to protect from extreme hot and cold temperatures;
- b. Sufficient protection from the elements to keep the animal dry;
- c. Sufficient shade and ventilation to prevent overheating and/or dehydrating; and
- d. Adequate bedding or resting area suitable for the animal.

#### (2) Materials not suitable for shelters include, but are not limited to:

- a. Inadequately insulated containers;
- b. Plastic kennels or airline-type animal shipping crates;
- c. Metal drums;
- d. Abandoned or parked vehicles;
- e. Uncovered porches or decks;
- f. Lean-tos;
- g. Any other structure that fails to provide sufficient protection from the elements.

Adequate veterinary care means care from or under the direction of a veterinarian and necessary to maintain health, or to prevent suffering from infections, parasites disease, or any other condition/injury where withholding or neglecting to provide such care would endanger the health or welfare of the animal or promote the spread of diseases.

Adequate water means potable water in adequate supply.

Adult means a person at least 18 years of age.

Animal means any vertebrate, domestic and wild, male and female, singular or plural.

Animal control means the Newton County animal control department, a department of the county government that provides services to the City of Oxford via an Intergovernmental Agreement.

Animal control board means a board consisting of six members who are residents of Newton County, are duly appointed by the Newton County board of commissioners, who carry out the duties and responsibilities of an animal control board as described in O.C.G.A. § 4-8-20, et seq., and who serve in such capacity at the pleasure of the county board of commissioners.

Animal control officer means an individual authorized by animal control to aid in the administration and enforcement of this chapter. Each such individual shall be deemed a dog control officer pursuant to O.C.G.A. § 4-8-22.

Animal establishment means an animal facility and services location, including, but not limited to, pet dealer, kennel, grooming shop, auction, or performing animal exhibition; any facility operated, owned or maintained by a humane society, animal welfare society or other nonprofit for the welfare, protection and humane treatment of animals; or other facility engaged in handling animals, excluding licensed vets and veterinary clinics and hospitals.

Animal shelter means a facility operated by a government for impounding or caring for animals.

Animal under restraint means:

- (1) Any animal controlled within the property of its owner; or
- (2) Any animal secured by a leash with a collar, or enclosed by way of a fence or other enclosure; or
- (3) Any animal at heel or beside a competent person and obedient to the person's commands;
- or
- (4) Any animal inside a vehicle driven or parked on the streets.

At-large means any animal not under control as provided in this chapter.

Auction means any place where animals are regularly bought, sold or traded, except for facilities otherwise defined in this chapter. Individual sales of animals by owners are not auctions.

Classified dog means a dog classified as a dangerous or vicious dog per this chapter.

Certificate means a certificate issued at time of vaccination, by a licensed veterinarian, with the license number, name and address of the dog or cat's owner and date of vaccination.

Cruelty means act, omission or neglect whereby pain, suffering, maiming or death may be caused or permitted.

Dangerous dog means any dog that:

- (1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; a nip, scratch, or abrasion shall not be sufficient to classify as dangerous under this subsection;
- (2) Aggressively attacks in a manner that causes a person to reasonably believe the dog posed an imminent threat of serious injury to such person or another person although no injury occurs; barking, growling, or showing of teeth shall not be sufficient to classify a dog dangerous; or
- (3) While off the owner's property, kills a pet; provided, however, this shall not apply where death is caused by a dog working or training as a hunting, herding, or predator control dog.

Dangerous Dog Control Law is O.C.G.A. 4-8-20 et seq., incorporated herein and made a part by reference.

Dog means any domesticated species of the canine genus.

Domestic animals means:

- (1) Cats and dogs;
- (2) Domesticated species of fowl and livestock; and
- (3) Ferrets, rabbits, guinea pigs, or other animals commonly kept as pets and not classified by the State of Georgia as a wild or exotic animal.

EAID means an electronic animal identification device: microchip or similar device.

Feral means wild or untamed state due to birth or reversion to wild state from domestication.

Fowl means any warm-blooded, feathered, flying or non-flying animal.

Humane manner means care of an animal to include, but not be limited to, adequate heat, ventilation, sanitary shelter, wholesome fresh food, and access to potable water at all times, consistent with normal requirements and feeding habits of the animal's size, species and breed.

Impoundment means taking physical control of an animal by animal control officers or others empowered to act by law or ordinance and subsequent transportation of such animal to the animal control facility.

Kennel means any establishment, other than an animal shelter, where dogs or cats are maintained for boarding, holding, training, or similar purposes for a fee or compensation.

Livestock means hooved animals such as bovines, swine, equines, sheep, goats, mules, other grazing animals, ratites, and non-traditional livestock not limited to, farmed deer.

Neutered means rendered permanently incapable of sexual reproduction, sterilized.



Nuisance means animal which:

- (1) Damages property other than the property of the owner;
- (2) Soils, defiles or defecates on property other than the owner of the animal; however, if the owner immediately removes any feces, the animal shall not constitute a nuisance;
- (3) Disturbs trash or other refuse, causes unsanitary, dangerous or offensive conditions;
- (4) Causes a disturbance by excessive barking or other noise making, habitually or continually yowling, crying or screaming or as further described hereinafter;
- (5) Molests, attacks or interferes with persons on public or private property; or
- (6) Chases vehicles or attacks other animals.

Obstruction of officer means obstruction, interference, or hindrance of an animal control officer or law enforcement officer in the discharge of official duties.

Owner means any person who owns, harbors, keeps and maintains, has possession of, or causes or permits an animal to be harbored or kept, who has an animal in their care, who shelters or provides food seven consecutive days or longer, or permits an animal to remain on or around their premises. The term "owner" also includes any person hired or acting as custodian of the animal for its owner.

Performing animal exhibition means any spectacle, display, act or event in which performing animals are used, other than circuses.

Pet means any domestic animal legally kept by an owner for the primary purpose of pleasure as opposed to for commercial or agricultural purposes.

Pet dealer means any person/entity who sells, offers to sell, exchanges, or offers for adoption dogs, cats, birds, fish, reptiles, or other customary pets. However, a person who sells only animals that he/she/they has/have produced and raised, not to exceed 30 animals a year, shall not be considered a pet dealer unless such person is licensed for a business by a local government or has a state sales tax number.

Private kennel means entity or person, excluding commercial kennels, pet dealers and vet clinics or hospitals, who keeps, harbors, or knowingly permits to remain on or about their premises, more than six dogs and six cats over four months of age on a property consisting of three acres or less.

Proper enclosure means enclosure for keeping a dangerous or vicious dog on owner's property, securely confined indoors or outdoors in a securely enclosed and locked pen, fence, or structure suitable to prevent entry of young children and designed to prevent the animal from escaping. Any pen or structure shall have secure sides and a secure top, and if the animal is enclosed in a fence, all sides of the fence shall be of sufficient height, and the bottom of the fence shall prevent the animal's escape from either over, under, or through the fence. Any such enclosure shall also provide protection from the elements, fresh food, and water.

Running at-large means on public property and not under the control of a responsible person, or on property other than its owner's without the consent of such other owner.

Sanitary means in clean, healthy condition; hygienic; consistent with normal requirements of the animal's living area, size, species, and breed.

Secure enclosure means locked pen or structure sufficient to prevent an animal from escaping and preventing other animals entering.

Serious injury means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of function of any bodily organ.

Tethered means attached to a stationary object or pulley system by chain, rope, cable, or similar.

Under control means an animal, secured on the property of the owner or another with consent, which is:

- (1) Confined by fence, pen, cage, or secure enclosure to the premises of its owner; or a vehicle.
- (2) Secured by leash, chain or lead of sufficient strength to prevent escaping from premises of owner or vehicle.
- (3) Under immediate physical control of owner; if a dog immediately heeds owner's verbal commands, it need not be leashed if within sight of owner and responds to verbal commands.

Vaccination means inoculation by authorized person of specified dose of rabies vaccine which has the U.S. government license number approval stamp on the label of the vaccine container.

Veterinarian or vet means any person who holds a license to practice veterinary medicine in the state.

Veterinary clinic or hospital means a clinic or hospital operated by a veterinarian.

Vicious dog means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

Wild or exotic animals means any wild animal, wildlife, vertebrate or invertebrate recognized by the state as wild animal, wildlife, exotic or hybrid or regulated in O.C.G.A. § 27-5-5 irrespective of actual or asserted state of docility, domesticity, tameness or intended use. Also included in the term "wild or exotic animals" are any animal capable of causing severe injury by means of venoms, poisons, toxins, constriction or bite, and includes, without limitation, any primate, raccoon, skunk, wolf, squirrel, fox, leopard, panther, tiger, lion, lynx, bear, wild rabbit, wild rodent and reptiles, including, but not limited to, crocodiles, alligators, snakes, caiman and gavials, and any other animal so designated by animal control. Specifically excluded from the term "wild or exotic animals" are psittaciformes, ferrets, miniature pigs, hamsters, guinea pigs, gerbils, chinchilla, dogs, cats, llamas, and non-venomous snakes (boa, python, etc.) less than eight feet.

Secs. 4-4—4-24. - Reserved.

## ARTICLE II. - ENFORCEMENT AND PENALTIES

Sec. 4-25. - Enforcement responsibility.

This article shall be enforced by law enforcement and county animal control. Animal control is authorized to employ any equipment it deems necessary to enforce this chapter, including, without limit, wire box traps. Animal control may, subject to conditions it may determine, lend such traps or other

equipment to private persons for the purpose of preventing nuisances resulting from animals running at-large.

Pursuant to O.C.G.A. § 15-10-150 et seq., the City Council may enter into an intergovernmental agreement with Newton County for the County Magistrate Court to furnish municipal court services for the purpose of trying and punishing violations of this ordinance.

Sec. 4-26. - Interference, obstruction of an officer.

No person shall interfere with, hinder or prevent an animal control or law enforcement employee in the performance of duty or seek to release any animal in the custody of animal control or law enforcement.

Obstruction of an officer includes, but is not limited to:

(1) Relocating, interfering with, or altering a device, equipment, item, or property used for animal control.

(2) Placing one's animal in or removing any animal confined in a cage used for animal control.

(3) Giving a false name, address, or date of birth to any officer, employee, or agent of the city or county.

(4) Giving information with intent to mislead an officer, employee, or agent of animal control or law enforcement.

(5) Refusing to show proper identification where required by an officer of animal control or law enforcement.

Sec. 4-27. - Right of entry, animal control authority.

(a) Animal control and law enforcement officers have authority to go on public or private property to investigate and seize and impound animals therein/thereon.

(b) Animal control and law enforcement department offices may use force to remove an animal from a closed vehicle for enforcement purposes. The operator of the vehicle may be charged with cruelty. No legal action for property damage or trespass may be had for such use of force.

Sec. 4-28. - Penalties for violations.

Any person in violation of this chapter may be punished by a fine and/or imprisonment, as provided in section 4 of the City Charter. Each day a violation exists shall be a separate offense. Except where inconsistent with mandatory minimum sentences specified in this chapter, the court with jurisdiction over violations of this chapter may suspend the sentence on terms and conditions as it may prescribe for payment of a fine, for community service in lieu of fine or incarceration, for the payment of restitution, or other condition. Where allowed by law, the court may prohibit the offender from owning, possessing, or having on offender's premises, any animal during the term of the sentence, may order the violator to pay boarding fees and restitution for medical treatment and expenses incurred by the city or county during investigation, and impose other sanctions allowed by law.

Secs. 4-29—4-59. - Reserved.

### ARTICLE III. - WILD AND EXOTIC ANIMALS

#### Sec. 4-60. - Prerequisites for keeping.

- (a) No one may own a wild or exotic animal without a certificate of registration from Animal control.
- (b) Animal control shall issue a certificate of registration only if the owner presents sufficient evidence of proper licensing by state or federal agencies with an inspection report demonstrating compliance with the housing requirements of O.C.G.A. § 27-5-6.
- (c) The owner shall notify animal control if the wild or exotic animal is moving out of the county.
- (d) The owner shall register a wild or exotic animal within ten days of moving into the county or the purchase or birth of a new wild or exotic animal.
- (e) The owner shall not allow it at-large and must immediately notify animal control of escape.
- (f) The owner of a wild or exotic animal that attacks a human must notify animal control immediately.
- (g) The owner must notify animal control within 24 hours of transfer of ownership and provide name, address and telephone number of the new owner.

#### Secs. 4-61—4-78. - Reserved.

### ARTICLE IV. - DOMESTIC ANIMALS

#### Sec. 4-79. - Manner of keeping, total number domestic animals.

Domestic animals are allowed only to the extent permitted in this article and applicable county zoning regulations.

#### Sec. 4-80. - Number of cats and dogs; acreage restrictions.

- (a) The maximum number of cats and dogs that may be kept shall be as follows: Over three acres: six dogs and six cats. One and one half to three acres: five dogs and five cats. 0.75 to 1.49 acres: four dogs and four cats. Less than 0.75 acres: three dogs and three cats. However, for any dwelling unit in a multifamily development (e.g., apartment, condominium, townhome, mobile home park, duplex, or similar) it shall be unlawful to possess or keep more than two dogs and two cats.
- (b) References to dogs and cats only refer to dogs and cats older than 12 weeks. A new litter shall be exempt from the provisions herein for 12 weeks from the date of birth.
- (c) If it is determined that a person is in violation of this section, such person shall be allowed 30 days from notice of violation to cure same.
- (d) Animal establishments (as defined in this article) and licensed veterinarians and veterinary clinics shall not be subject to this section but shall be subject to zoning requirements applicable to the term "kennels," as defined in the zoning code.

#### Sec. 4-81. - Number of livestock, chickens and small mammals; acreage restrictions, setbacks.

(a) Livestock and chickens. Livestock and chickens shall be limited to the number and type permitted according to applicable zoning regulations.

(b) Small mammals. Small mammals housed outside such as rabbits, guinea pigs and other small mammals kept for personal, non-commercial, purposes may be permitted provided the following requirements are met: One small mammal per 1,000 square feet of high ground will be permitted; provided, however, the maximum number of mammals permitted is five per acre. The minimum setback of small mammal habitat from any occupied building except the dwelling unit of the owner is 50 feet.

(c) The provisions of this section notwithstanding, all properties shall remain subject to and compliant with all applicable zoning requirements.

Secs. 4-82—4-105. - Reserved.

## ARTICLE V. - VACCINATION

Sec. 4-106. - Required generally.

No person shall have any dog or cat unless the dog or cat is vaccinated against rabies.

Sec. 4-107. - Rabies vaccination.

(a) All dogs and cats over four months of age shall be vaccinated against rabies. Dogs and cats will be revaccinated one year later. When dogs or cats one year of age or older are vaccinated with vaccines accepted by the state, county or department for providing a three-year duration of immunity, boosters will be required every three years. Otherwise, boosters shall be required annually.

(b) A dog or cat less than four months of age shall not be required to be vaccinated, but the dog or cat shall be confined to its owner's premises.

(c) All dogs are required to wear a collar containing owner information at all times. Owner information contained in a microchip shall be acceptable to comply with the owner information requirement; but shall not be a replacement for a visible collar. Dogs age four months or older are required to wear a collar and a current rabies tag at all times.

(d) Animal control may adopt other rabies regulations it deems necessary for protection of the public.

Sec. 4-108. - Vaccination procedure generally.

Licensed vets may vaccinate dogs or cats against rabies. A metal tag, approved by the state, bearing the official serial number shall be provided by the vet to be attached to a suitable collar or harness of a dog. However, consistent with section 4-107, cats shall not be required to wear a collar and a current rabies tag. The vet shall furnish a certificate verifying the vaccination.

Sec. 4-109. - Health regulations incorporated.

All current rules and regulations of state department of public health are incorporated in this chapter by reference as though fully set forth herein.

Sec. 4-110. - Misuse of tag.

It shall be unlawful for any person to attach a vaccination tag to any dog or cat for which it is not issued, or to remove a tag or collar without the consent of its owner.

Secs. 4-111—4-133. - Reserved.

ARTICLE VI. - OWNER RESPONSIBILITIES; NUISANCE AND RESTRAINT

Sec. 4-134. - Animal created nuisance.

It shall be unlawful for an owner to knowingly keep, own, harbor, or have custody or control of, or act as custodian of an animal that constitutes a nuisance or create a nuisance as provided herein. In addition to the city's available enforcement penalties for violation of this chapter, if an animal constitutes a nuisance, a proceeding to abate may be brought by the party aggrieved or by the city. An animal found by the court to constitute a nuisance may be impounded by animal control if the owner, after reasonable opportunity to do so, fails to abate the nuisance as ordered.

(1) Nuisance, generally. An animal which habitually barks, whines, howls, or causes other noise, which constitutes a continual repetitive noise for a half hour or more which a person in a residence can hear and distinguish from background ambient noise and can be identified as to its nature and source or causes serious annoyance to a neighboring residence or interferes with the reasonable use or enjoyment of a neighbor's property, or is otherwise offensive is a nuisance.

(2) Nuisance, excrement. Failure to immediately remove excrement deposited by the animal on property other than owner's own property is a nuisance. The owner, while not on their own property, shall have a means of pickup and removal of excrement. This section shall not apply to any animal aiding the handicapped (e.g., guide dog) or to an animal in police or rescue activities.

(3) Nuisance, dead animals. The owner shall remove a dead animal without delay to a place where it shall not be a nuisance or source of annoyance to any person.

(4) Nuisance, other. If an animal molests, attacks or interferes with persons on property other than owner's property, or chases vehicles or attacks other animals, it is a nuisance; any animal off premises which attacks or attempts to attack a human or domestic animal without provocation is a public nuisance.

(5) A dog in heat may not be allowed to roam free. If outdoors, a dog in heat must either be under control of a responsible person or confined in a secure enclosure.

(6) A cat in heat may not be allowed to roam. If outdoors, it must be confined in a secure enclosure.

Sec. 4-135. - Maintenance of areas.

The owner shall maintain in a clean and sanitary condition, and free from unreasonably objectionable odor, all structures, pens, yards, and areas adjacent, wherein any animal is kept.

Sec. 4-136. - Adequate housing.

It shall be unlawful to keep any domestic animal except as follows:

(1) Any housing or enclosure shall be well drained, free from accumulations of excrement and objectionable odors and otherwise clean and sanitary.

(2) Excrement shall be disposed of in compliance with law.

(3) An enclosure for a dangerous or vicious dog shall comply with the section pertaining to such.

(4) It shall be unlawful for any owner to chain, tie, fasten or otherwise tether the animal to dog houses, trees, fences, vehicles or other stationary objects as a means of confinement except that the animal may be temporarily confined by a tether while directly attended by its owner.

Sec. 4-137. - Confinement.

(a) Owners shall confine animals within an adequate fence or enclosure or in a house, garage or other building, adequate to prevent the animal from running at-large.

(b) When a dog is off the premises, it must be controlled by leash, however, it need not be leashed if it is within sight of its owner and immediately heeds its owner's verbal commands. A dog in a moving vehicle must be confined in the vehicle or securely tethered/kenneled in the back.

(c) An owner shall prevent his/her/their animals from becoming a danger to persons or property at any location, or trespassing upon another person's property without permission.

(d) Every dog or cat in heat shall be kept confined in a building or secure enclosure or a vet clinic or hospital or a kennel to prevent contact with another dog or cat, except in the case of intentional breeding.

(e) It shall be unlawful to allow dogs, horses or any other type of animal, livestock or other fowl to run at-large or be a menace or nuisance to neighbors or the public.

(f) Any animal in violation is subject to impoundment.

(g) It is unlawful to allow a dog or cat in any food store, restaurant or place where food is for sale except animals trained for the handicapped and law enforcement.

Sec. 4-138. - Rabid animals or animals suspected of having rabies.

(a) Every veterinarian shall report promptly to animal control all cases of rabies in animals treated by such vet, giving name and address of owner of any animals bitten by such rabid animal, if known.

(b) Any person who knows an animal, domestic or wild, is rabid or suspects an animal of having rabies, or knows an animal has been bitten by a rabid animal, shall promptly report such to animal control.

(c) It shall be the duty of the owner, health department, physicians, hospitals or other persons or agencies gaining information that an animal or person has been bitten or is probably infected with rabies to notify animal control, which will impound the animal for observation for such time as reasonably necessary to determine if the animal has rabies. If it reasonably appears to animal control that the animal is not domesticated and does not have an owner, it may be destroyed in lieu of live capture.

(d) The heads of all animals having had rabies or which were suspected of having had rabies at the time of their deaths shall be submitted to animal control for examination.

Secs. 4-139—4-159. - Reserved.

## ARTICLE VII. - DANGEROUS AND VICIOUS DOG CONTROL

Sec. 4-160. - Dangerous and vicious dog control.

(a) Animal control. Animal control may administer and enforce this article.

(1) Upon receiving a report of a dog believed to be dangerous or vicious, animal control shall make such investigations as necessary to determine if it is a dangerous or vicious dog, and is authorized to make such investigations and inquiries necessary to identify dangerous and vicious dogs and their owners. Law enforcement or animal control shall immediately impound a dog if believed the dog poses a threat to safety.

(2) When animal control classifies a dog as dangerous or vicious, animal control shall notify the dog's owner in writing by certified mail or statutory overnight delivery to the owner's last known address. Such notice shall be dated and deemed complete upon its mailing.

(b) Procedures.

(1) When a dangerous or a vicious dog is classified as such, animal control shall notify the owner in writing mailed within 72 hours of classification.

(2) The notice shall:

a. Be in writing and mailed by certified mail to owner's last known address;

b. Include a summary of the findings that formed the basis for the classification;

c. Dated and state that the owner, within 15 days after the date on the notice, has a right to request a hearing on the determination of dangerous or vicious dog;

d. State that the hearing, if requested, shall be before the animal control board;

e. State if a hearing is not requested, the determination will become effective on a date specified in the notice, after the last day to request a hearing; and

f. Include a form to request a hearing before the animal control board and provide instructions on mailing or delivering such request. If an owner cannot be located within ten days of a determination of dangerous or vicious dog, such dog may be released to an animal shelter or euthanized, as determined by animal control.

(3) When the animal control board receives a request for a hearing, it shall schedule such within 30 days after the request was received; provided, however, that such hearing may be continued by the animal control board for good cause shown. At least ten days prior to the hearing, the animal control board shall, by certified mail, notify the owner in writing of the date, time and place of the hearing. At the hearing, the owner may testify and present evidence and



the animal control board shall receive such evidence and testimony it may find necessary to sustain, modify or overrule the determination.

(4) Within ten days after the hearing, the animal control board shall notify the owner in writing by certified mail of its determination, and if classification as a dangerous or vicious dog is made, the notice shall specify the effective date of such classification. Review of the decision shall be in accordance with O.C.G.A. § 15-9-30.9.

(5) A dog found, after opportunity for hearing as above, to have caused serious injury to a human more than once, shall be euthanized.

(c) Requirements.

(1) It is unlawful to have a dangerous or vicious dog without a registered dog certificate. Animal control may set a reasonable fee for issuance of such registration certificate. Certificates of registration shall be nontransferable and only be issued to a person 18 or older. No more than one certificate of registration shall be issued per domicile. No owner may keep a dangerous or vicious dog within 200 yards of any aquatic center, church, convenience store, daycare, grocery store, hospital, human society, library, nursing home, park, playground, restaurant, school, skilled nursing unit, or walking trail, due in part to these being frequented by children and senior citizens, and in some cases, food present. No certificate shall be issued to any person who has been convicted of two or more violations of this article. No person shall own more than one vicious dog. No certificate for a vicious dog shall be issued to any person who has been convicted of: a serious violent felony defined in O.C.G.A. § 17-10-6.1 or a felony of dog fighting in O.C.G.A. § 16-12-37 or the felony of aggravated cruelty to animals in O.C.G.A. § 16-12-4; or a felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy in O.C.G.A. §§ 16-13-31 and 16-13-31.1, from time of conviction until two years after completion of sentence, nor any person residing with such person.

(2) Animal control shall issue a registered dog certification to a qualified owner of a dangerous or vicious dog if the owner presents or animal control otherwise finds sufficient evidence on the property of:

- a. An enclosure that securely confines the dog on the owner's property, indoors or in a securely locked and enclosed pen, fence, or structure that prevents the dog from leaving;
- b. Posting of all entrances with clearly visible signs warning of dangerous or vicious dog with a symbol designed to inform small children of a dangerous or vicious dog;
- c. In addition, that the dog has been surgically sterilized and microchipped.

(3) The owner of a vicious dog shall present a policy of liability insurance of at least \$50,000.00 by an insurer authorized to transact business in this state insuring against liability for any bodily injury or property damage inflicted by the dog.

(4) The owner of a dangerous or vicious dog shall notify animal control within 24 hours if the dog is missing, attacks a human, or dies. If a dangerous or vicious dog has been sold or donated,

the owner shall provide animal control with the name, address and phone number of the new owner. A vicious dog shall not be transferred, sold, or donated unless to a governmental facility or vet to be euthanized. An owner of a dog that has been classified as dangerous or vicious by the county who moves within or outside the county shall notify animal control immediately, then re-register the dog in the applicable jurisdiction within ten days. An owner of a dog that has been classified as dangerous or vicious by a governmental entity outside the county who moves into the county shall register the dog with the county within 30 days.

(5) Animal control may make any inquiry deemed necessary to ensure compliance herewith.

(6) Certificates shall be renewed annually, after animal control verifies the owner is continuing to comply. Failure to renew within ten days of the anniversary date of issuance is a violation of this article. Owners may be required to pay an additional annual fee for re-registration.

(d) Restraint.

(1) It is unlawful for a dangerous dog to be unattended with minors or outside a proper enclosure unless the dog is restrained by a substantial chain or leash not longer than six feet, and is under the restraint of a responsible person capable of preventing the dog from engaging any other human or animal, or the dog is contained in a closed and locked cage or crate, or the dog is working or training as a hunting dog, herding dog, or predator control dog, subject to the limitations below.

(2) It is unlawful for a vicious dog to be unattended with minors or outside a proper enclosure unless the dog is in a closed and locked cage or crate or is muzzled and is restrained by a substantial chain or leash not longer than six feet, and is under the restraint of a responsible person capable of preventing the dog from engaging any other human or animal. The muzzle shall prevent biting, but not cause injury to the dog or interfere with vision or respiration.

(3) A proper enclosure must keep a dog securely confined indoors or in a securely enclosed and locked pen, fence or structure that prevents the dog from escaping and prevents the entry of young children. It shall have secure sides and top, and, if the dog is within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured to prevent escape. It shall be at least 25 feet from the front door and any utility meter point to protect utility employees and the public. It shall provide protection from the elements.

(4) Training hunting, herding ("working") exemption from dangerous dog restraint/leash requirement: the person working the dog must be the owner, and doing so per all state department of natural resources requirements including without limitation a valid hunting license. Working cannot take place off the property of the owner, unless with written permission and acknowledgement of the danger of the dog by the landowner, and only with a dog that will instantly respond to verbal commands of the owner, including without limitation to immediately return to the owner.

(e) Confiscation.

(1) If any violation of this article occurs, the dog shall be immediately confiscated by animal control or law enforcement. A refusal to surrender a dog shall be a separate violation.

(2) A confiscated dog shall be returned upon owner's demonstration of future compliance with the rules that were violated, and payment of confiscation costs. If the owner has not complied within 20 days of confiscation or demonstrated a satisfactory plan to promptly comply, said dog shall be destroyed humanely. Criminal prosecution shall not be stayed due to return or euthanasia.

(f) Violations.

(1) The owner of a vicious dog who violates this article shall be sentenced in accordance with section 4 of the City Charter. For a second conviction, a fine not less than \$500.00 shall be imposed, and for a subsequent conviction, a fine not less than \$750.00.

(2) The owner of a dangerous dog who violates this article shall be sentenced in accordance with section 4 of the City Charter. For a second conviction, a fine not less than \$250.00 shall be imposed, and for a subsequent conviction, a fine not less than \$400.00.

(3) If an owner who has a previous judicial finding of a violation of this article knowingly or willfully fails to comply with this article and the dog attacks or bites a human being under circumstances constituting another violation of this article, the owner shall be punished by a fine not less than \$1,000.00 or imprisonment up to the limits permitted by state law, or a combination of both fine and imprisonment.

(4) If an owner knowingly or willfully fails to comply with this article and the dog aggressively attacks and causes severe injury or death of a human being under circumstances constituting a violation of this article, they shall be punished by a fine not less than \$1,000.00 or imprisonment up to the limits permitted by state law, or a combination of both fine and imprisonment.

(5) If a dog attacks or bites a human being under circumstances constituting a violation of this article, in addition to the penalties, the dog shall be immediately confiscated and placed in quarantine for the proper length of time as determined by the board of health, then destroyed humanely.

(g) Exceptions. A dog that inflicts injury when used by law enforcement to carry out official duties shall not be a dangerous or vicious dog. Nor if injury was sustained by a person who was committing a willful criminal trespass, or was tormenting, abusing or assaulting the dog, or had in the past tormented, abused or assaulted the dog, or was committing or attempting a crime.

Secs. 4-161—4-188. - Reserved.

ARTICLE VIII. - CRUELTY, WELFARE AND MANNER OF KEEPING

Sec. 4-189. - Prohibited treatment.

It shall be unlawful, by commission or omission, to:

(1) Overload, overwork, torture, beat, mutilate, kill needlessly, confine in a vehicle in an inhumane manner or otherwise mistreat, any animal.

(2) Fail to provide an animal with proper food and veterinary care.

(3) Fail to provide access to a hard floor shelter of not less than three walls and a roof adequate to protect from all types of weather, 24-hours daily.

(4) Fail to provide potable water at all times.

(5) Abandon any animal.

(6) Poison any animal.

(7) Allow or promote any fight between animals.

(8) Allow an animal to be kept in unsanitary conditions.

(9) Keep or confine an animal in other than a humane manner.

Sec. 4-190. - Abandonment.

It is unlawful to abandon any domestic animal or livestock, willingly permit such, or aid in the same. Such shall be punished with a fine up to the maximum allowable as well as restitution.

Sec.4-191. - Adequate and sanitary housing.

Animals permitted must be provided with adequate and sanitary housing: a solid floor, roof and at least three walls, and approved by the appropriate health officer. Adequate floor space must be provided.

(1) As to livestock, each animal enclosure no less than 150 square feet per animal.

(2) Whoever fails to maintain in a clean and sanitary condition, free from objectionable odor, all housing and adjacent areas where an animal is kept, shall be in violation of this article. The condition shall also be considered a nuisance likely to endanger the public health, and subject to an action for abatement.

Sec. 4-192. - Adequate drainage, etc.

All places where animals are kept shall have adequate drainage to prevent standing water, and be regularly covered with lime or other suitable agents, approved by the health officer, to prevent odors.

Sec. 4-193. - Exemption.

This article does not apply to killing animals raised to be hunted in compliance with state law. The killing of an animal for humane purpose or legitimate medical or scientific research is justifiable.

Secs. 4-194—4-224. - Reserved.

ARTICLE IX. - ANIMAL ESTABLISHMENTS

Sec. 4-225. - License and permit generally.

(a) No one shall operate an animal establishment without first obtaining an occupational tax permit from the city plus a license from the state. Both must be provided to animal control by 30 days. Animal control may inspect all premises where animals are kept.

(b) Renewals and new businesses must be per the county and state regulations.

(c) Each facility location regulated by this article is a separate enterprise requiring a separate permit.

Sec. 4-226. - Revocation of permits.

(a) Animal control may report any violations to the state, which may revoke any permit if the holder fails to comply with this chapter or any other applicable regulation.

(b) If a permit is revoked for cause animal control shall notify the owner of the reasons and time allowed for removal of animals.

Sec. 4-227. - Compliance with code.

(a) An animal establishment shall not sell, trade or give away any dog or cat over four months of age unless vaccinated.

(b) Animal control may inspect all animals and the premises to ensure legal compliance.

Sec. 4-228. - Private kennel structures.

It is unlawful for a private kennel structure to be nearer than 100 feet to the nearest property line.

Secs. 4-229—4-249. - Reserved.

ARTICLE X. - ANIMAL DRAWN VEHICLES

Sec. 4-250. - Health of animal.

No animal shall pull a carriage unless in good health and meets the following:

(1) The animal is of adequate size and weight to pull the size and weight of the carriage and passengers.

(2) No open sores or wounds or be lame or any other ailment, unless a veterinarian states in writing the animal shall not be harmed by the work.

(3) Hooves must be properly shod and trimmed.

(4) Groomed daily and no fungus, dandruff nor poor or dirty coat.

(5) Adequate flesh and muscle tone.

Sec. 4-251. - Working conditions.

(a) No animal shall be worked under any of the following:

(1) No carriage with ball bearing wheels with more than 12 people (including driver) or a carriage with bushing wheels with more than nine people (including driver).

(2) Total hours worked may not exceed eight in a 24-hour period, nor less than 15-minute rest between each trip.

(3) Between June 1 and August 31, total hours worked not to exceed six in a 24-hour period, nor less than a 15-minute rest every hour worked.

(4) Not move at a speed faster than a slow trot.

(5) No impairment of vision, other than normal blinders.

(6) No conditions that will impair the good health or physical condition.

(b) Animal control may order temporary suspension of operation upon a determination that special circumstances exist which jeopardize the animal.

Sec. 4-252. - Equipment and facilities.

Equipment and facilities must meet the following:

(1) Harness and bit of standard construction, appropriate for the animal, properly fitted, padded, maintained, free of makeshift wire, rope and/or chain, oiled and cleaned to be soft at all times.

(2) Carriage properly lubricated and wheels spin freely.

(3) No driver may whip any animal with more than a light touch by a light whip.

(4) Adequate potable water in the working area and stables.

(5) Drivers shall keep stands sanitary.

(6) Stalls and stables must comply with the following:

a. Ceilings at least ten feet high from bedding, and bedding at least six inches deep and dry enough not to show wetness under pressure of animal's hoofs. Sharp surfaces shall not be permitted anywhere they may come in contact with animals.

b. Roofs free of leaks.

c. Each animal must have a stall large enough to turn around.

d. Food free of contamination.

e. Animal areas treated to exterminate and repel insects.

f. Ventilation provided.

Sec. 4-253. - Inspections.

Animal control may inspect all animals, carriages, stalls and stables to ensure compliance.

Secs. 4-254—4-284. - Reserved.

#### ARTICLE XI. - IMPOUNDMENT AND ADOPTION

Sec. 4-285. - Impoundment authorized.

(a) Any animal at-large or in violation of this chapter may be impounded in a humane manner. The owner must claim the animal within three business days (which shall not include Sundays or holidays observed by Newton county), and is liable for all costs during impoundment, plus all other expenses of the county including, but not limited to, veterinarian fees. All costs shall be paid prior to the owner retrieving said animal, or upon disposal of such animal.

(b) The following may be impounded, but are not limited solely to these:

(1) Animals running at-large;

(2) Animals, the ownership of which is unknown;

(3) Female dogs/cats in heat and off the premises of their owners;

(4) Animals which have bitten a person or animal, or been bitten by animal suspected of rabies;

(5) Dogs/cats not vaccinated for rabies;

(6) Dogs/cats which have strayed from the premises of their owners;

(7) Dogs/cats suspected of having rabies; and

(8) Unconfined dogs/cats in quarantine areas.

(c) If an animal has not been reclaimed within three business days (as defined above), it shall become the property of animal control, which may convey ownership to any responsible person on conditions animal control may prescribe, or may humanely destroy such animal.

Sec. 4-286. - Entry on private property.

Animal control may follow an animal at-large onto private property. No injunction, action or claim for damages may be brought against animal control, its agents or the county with respect to action herein contemplated.

Sec. 4-287. - Notice to owner.

Animal control shall make a reasonable effort to notify the owner the animal has been impounded, how the animal may be reclaimed, and that the animal shall become property of animal control and may be adopted out or destroyed.

Sec. 4-288. - Holding animals due to quarantine or evidence.

Animal control may refuse to release any animal impounded for rabies or contagious disease quarantine or for use as evidence for such reasonable time period as the animal control may determine.

Sec. 4-289. - Destruction.

Animal control may humanely destroy any animal when it reasonably believes destruction is necessary due to an injury or disease which will likely result in maiming, prolonged and/or severe suffering or death, or to prevent disease or injury to animal or humans, due to overcrowding, the presence or threatened presence of contagious disease, the likelihood of danger or injury to humans or animals, or any other condition.

Sec. 4-290. - Liability for fees and costs of impoundment and care.

The previous owner of an animal shall be liable for the fees and costs of impoundment notwithstanding subsequent destruction of the animal or adoption of the animal by a third party.

Sec. 4-291. - Reclaiming.

(a) Unless the owner failed to provide proper care, committed cruelty, or engaged in dog fighting, upon the owner presenting evidence satisfactory to animal control of compliance with all requirements, and upon payment of all costs, the animal may be returned to the owner. Such costs shall not be in lieu of any fine or penalty provided by law. Animal control may condition the return to the owner by requiring execution by owner of a contract stating this chapter will be complied with and that the animal will receive proper care.

(b) Fees for reclaiming shall be as established in the schedule of fees.

(c) No animal shall be returned unless the animal has been implanted with an EAID and the owner has paid the county for the implantation of such EAID.

Sec. 4-292. - Adoption.

Animal control may convey ownership of any animal which has become the property of animal control, except dogs which have been designated dangerous or vicious, to a responsible person subject to conditions as may be prescribed by animal control, including, but without limitation:

(1) Approval of an adoption application.

(2) Payment of an adoption fee and any vaccination, licensing or veterinary costs.

(3) The animal has been implanted with an EAID.

Sec. 4-293. - Records required to be kept.

Animal control should keep accurate records of impoundment and disposition.

Secs. 4-294—4-319. - Reserved.

ARTICLE XII. - QUARANTINE



Sec. 4-320. - Desegregation of quarantine area; confinement of animals.

Where rabies has been found or is suspected, animal control may designate an area for quarantine and animals within the area shall be immediately confined to the premises designated.

Sec. 4-321. - Movement into or out of quarantine.

No animal shall be removed from or brought into a quarantine area without written approval from animal control.

Sec. 4-322. - Duration.

A quarantine shall be maintained for such a period of time as animal control reasonably deems necessary.

Sec. 4-323. - Notice to be given by signs.

Quarantine areas and areas where rabid animals or animals suspected of rabies remain at-large, may be posted with signs which read: "Rabies suspected," or "Rabies—keep away from animals," conspicuously displayed in a place designated, and shall not be defaced or removed.

Secs. 4-324—4-349. - Reserved.

ARTICLE XIII. - PUBLIC THREAT ANIMALS

Sec. 4-350. - Public threat.

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

Public threat means nuisance and similar behavior by dogs or other animals that does not rise to the level of dangerous dog or vicious dog. Examples include chasing cars, people or pets, injuring or killing pets, regular wandering at-large, damage to or interference with property such as getting in trash cans, trespassing on neighbor property and urinating or defecating on car tires, bushes and yards, attempting to mount other animals, and similar behaviors that pose a threat to the public health, safety and welfare, including, without limitation, behavior defined as nuisance hereinabove.

Sec. 4-351. - Investigation and classification.

Animal control shall investigate any complaint filed against an animal alleged to be a public threat, notify the owner of the complaint, determine if there were any mitigating circumstances, and then report the results to the owner via certified mail. If animal control classifies the animal as a public threat, and the owner disputes that the animal is a public threat, the owner may appeal to the animal control director within 15 days. The animal control director's written determination shall be final unless review is sought from county magistrate court within 30 days of said determination.

Sec. 4-352. - Requirements for an animal classified as a public threat.

(a) The owner must provide a proper enclosure to confine the animal on the owner's property.

(b) When off the owner's property, the animal must be on a leash of no more than six feet and under the control of a responsible person.

(c) The owner must file photos of the animal with animal control.

(d) Unless an EAID is present, animal control will implant an EAID for identification and the owner must pay the county for the implantation of such EAID.

(e) The owner must register the animal and pay a yearly fee according to the county's fee schedule.

Sec. 4-353. - Declassification/removal of public threat classification.

If for 18 months a public threat animal commits no further actions that would justify classification as a public threat and the owner can provide proof of obedience training at a reputable club or business or a "canine good citizen" certificate or the equivalent from a reputable kennel club, the owner may request in writing to animal control for removal of the classification.

**Section 2. Repeal of All Ordinances in Conflict**

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

**Section 3. Severability**

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

**Section 4. Effective Date**

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

First reading, this \_\_\_\_ day of \_\_\_\_\_, 2025.

Second reading and adoption, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF OXFORD**

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**David S. Eady, Mayor**

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**Erik Oliver, Mayor Pro Tem**

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**George Holt, Councilmember**

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**Laura McCanless, Councilmember**

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**Mike Ready, Councilmember**

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**Jeff Wearing, Council Member**

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**James H. Windham, Councilmember**

**ATTEST:**

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**Marcia Brooks, CMC, City Clerk**

**{The Seal of the City of Oxford, Georgia}**

**APPROVED AS TO FORM:**

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**C. David Strickland, City Attorney**



May 16, 2025

Mr. Kevin Sorrow  
Water Resources Director  
City of Covington  
2194 Emory Street NW  
Covington, GA 30014

Mr. Bill Andrew  
City Manager  
City of Oxford  
110 West Clark Street  
Oxford, GA 30054

RE: Turkey Creek Basin Micro-Detection  
C&S File No.: C8370.040 & O9800.011

Dear Mr. Sorrow and Mr. Andrew:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the Cities of Covington and Oxford (Clients) for assistance with micro-detection of wet-weather and dry-weather flow conditions in their sanitary sewer collector lines discharging to the Turkey Creek Interceptor. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

### **Background**

In 2024, Newton County Water & Sewerage Authority (NCWSA) completed a flow study for the Turkey Creek Interceptor. The findings from that study identified significant increases in flow resulting from rain derived inflow and infiltration (RDII), likely the result of inflow and infiltration in the Interceptor and in the collector lines owned by both Cities. In order to accommodate future flows into the Interceptor, NCWSA began a project to rehabilitate the Interceptor, while both Covington and Oxford agreed to move forward with micro-detection to identify RDII contributors and ultimately a rehabilitation effort to repair the issues discovered during through micro-detection.

### **Scope of Work (Basic Services)**

#### **Task 1 – Mapping Improvements**

Based on conversations with the Clients, portions of the sewer collection system connected to the Turkey Creek Interceptor have not been mapped. In order to identify all of the sub-basins, C&S will conduct a workshop to meet with the Client's personnel to identify the location and extent of the un-mapped system. Following this workshop, C&S will update the sewer pipeline and manhole dataset accordingly, based on input or maps provided by either Client. No field location of structures is included in this task.

#### **Task 2 – Evaluation of Flow Monitoring Data**

Carter & Sloope, Inc. will utilize the data obtained from the initial sanitary sewer flow study to identify areas and sub-basins with the highest likelihood of RDII. Once these areas are identified,

they will be ranked from highest to lowest likelihood of RDII, and these areas will further be broken down by Service Provider (City of Covington or City of Oxford). The results of the evaluation will be summarized in individual reports for each Client and included with the Request for Proposal (RFP).

### **Task 3 – Contractor Procurement**

Using the information developed in Task 1, C&S will develop an RFP to assist the Clients in advertising and obtaining competitive and qualified proposals for micro-detection of RDII based on the rankings developed in Task 2. The advertisement period shall last a minimum of 30 days, and the Clients will pay all necessary advertising fees. We will respond to Requests for Information (RFIs) and issue clarifications as appropriate. We will also consult with the Clients and participate in all decisions as to the acceptability of subcontractors and other individuals and entities proposed for portions of the Project.

We will consult with the Clients as to the qualifications of prospective Contractors, Subcontractors, suppliers and other individuals and entities proposed. C&S will review the proposals, prepare a Certified Tabulation and provide a Letter of Recommendation to the Clients regarding the selection of the proposed vendor. C&S will work with each Client to identify within which basins micro-detection will be performed based on available budget. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Client for their review and approval.

Once the contracts have been executed, C&S will attend and lead a preconstruction meeting with the Clients and the Contractor to establish project objectives, schedule and segregation of work between Clients.

### **Task 4 – Review Work Plan development, Review Progress and Evaluation of Micro-Detection Results**

We will work with the selected contractor to review their work plan and installation locations for meters in the selected basins. Then conduct periodic reviews of data as it becomes available during the data collection phase. Finally, we will review the Evaluation and Recommendations provided by the contractor, request additional information or changes, as necessary, and meet with the client to discuss.

### **Additional Services**

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or on a lump sum basis- or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project or its requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports or other Project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Preparing additional Proposal Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.

- d. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- e. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.5. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.5. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- f. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- g. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause field work, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- h. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services.
- i. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- j. Hydraulic modeling services.
- k. Design, Permitting, and Construction Phase services.
- l. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

### **Fee Basis**

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with the Master Agreement with the City of Covington. No fee amount may be exceeded without prior written approval from the Client.

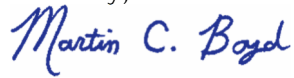
<b><u>Task No.</u></b>	<b><u>Description</u></b>		<b><u>Fee Basis</u></b>	
			Covington	Oxford
1	Mapping Improvements	Lump Sum	\$ <u>3,630.00</u>	\$ <u>3,630.00</u>
2	Evaluation of Flow Monitoring Data	Lump Sum	\$ <u>3,600.00</u>	\$ <u>3,600.00</u>
3	Contractor Procurement	Lump Sum	\$ <u>10,100.00</u>	\$ <u>10,100.00</u>
4	Evaluation of Micro-Detection Results	Lump Sum	\$ <u>8,550.00</u>	\$ <u>8,550.00</u>
<b><i>Total of Items 1 - 4 Inclusive:</i></b>			<b>\$ <u>25,880.00</u></b>	<b>\$ <u>25,880.00</u></b>

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.



May 16, 2025

Sincerely,



Martin C. Boyd, P.E.

MCB:jcp

cc: File

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work as described in this agreement.

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Signature

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Date

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Title

## City Manager Update Notes – May 19, 2025

- 1) East Coast Grading is still looking to pave two roads in the cemetery, the rest of Cindy Court (to the cul-de-sac) the far southern section of Hull Street, and perhaps some of Oxford Square.
- 2) Staff are working with a locksmith for remote operating locks for The Old Church and with Spectrum for the Wi-Fi which will allow for the operation of the remote locks and thermostat.
- 3) On May 15<sup>th</sup>, I signed the final GDOT construction permit for the second phase of the sidewalk project, which will replace the old, sub-standard sidewalk with a five-foot width and the decorative lighting from W. Soule Street to the US Post Office. This application was submitted in August of 2024.
- 4) As mentioned earlier, Oxford was awarded a grant in the amount of \$500,000 in Community HOME Investment Program (CHIP) funds for single-family, low-to-moderate-income, owner-occupied homes. This commitment of funds is conditional upon DCA receiving an executed grant agreement and all general conditions. The City has paid \$6,000 for the application submittal and with the award, \$4,000 will be paid for the administration of the grant. The grant administrator will be paid \$7,500 for each house that is rehabilitated. This fee would be paid out of the grant. It is estimated that each rehabilitation would cost approximately \$75,000 and would result in approximately 6 owner-occupied homes being rehabilitated and brought up to code compliance.
- 5) We submitted a Congressional Funding Earmark with Rep. David Scott's Office for the Haygood Water Line Project. We applied for \$3,192,280 (80% of total project cost) in federal funds with a match of \$798,070 (20% of the total project cost).

The Appropriations Committee has a "cooldown period" of two weeks before they can fully publicize the requests that members make. They use the two weeks as a technical correction period. A formal announcement will be made at the end of the cooldown period with which 15 projects were submitted.

Rep. Scott submitted Oxford's project to the Committee on May 2<sup>nd</sup>. The next step is for the Committee to review the project and determine the funding level they will provide. They will then announce the funding provided for all 15 of Rep. Scott's projects around late June-mid July.