

**OXFORD MAYOR AND COUNCIL  
ORGANIZATIONAL MEETING AND REGULAR SESSION  
JANUARY 8, 2024 – 7:00 P.M.  
CITY HALL – 110 W. CLARK ST. OXFORD, GA 30054  
A G E N D A**

**1. Call to Order**

- a. \*Oath of Office for Municipal Court Judge Steven A. Hathorn, administered by City Staff, State of Georgia Notary Public

**2. Organizational Meeting – Judge Steven A. Hathorn presiding.**

- a. Oath of Office for Mayor and Councilmembers continuing to serve:
  - i. David S. Eady – Mayor
  - ii. Erik Oliver – Post 1
  - iii. George Holt – Post 2
  - iv. Laura McCanless – Post 3
  - v. Mike Ready – Post 4
  - vi. Jim Windham – Post 5
  - vii. Jeff Wearing – Post 6
- b. Mayor and Council Appointment and Oath for the Administrative Officers continuing to serve:
  - i. \*C. David Strickland, PC – City Attorney
  - ii. \*Cheryl Freeman – Municipal Solicitor
  - iii. Marcia Brooks – City Clerk/Treasurer
  - iv. Mark Anglin – Chief of Police
- c. **\*Mayor Pro-Tem for 2024** – The current Mayor Pro Tem is Laura McCanless. Her term runs out in January 2024. At the Work Session, it was suggested that Erik Oliver would serve as Mayor Pro-Tem.

**3. Motion to accept the Agenda for the January 8, 2024 Mayor and Council Regular Meeting.**

**4. Consent Agenda**

- a. \*Minutes of the City Council Regular Session December 4, 2023
- b. \*Minutes of the City Council Work Session December 18, 2023
- c. \*Minutes of the Special Called Voting Meeting December 21, 2023

**5. Mayor's Report:**

- a. Please note, the next Work Session will be held on Monday, January 22. It is moved from what would be its regular date of January 15 due to the MLK, Jr. Holiday.

- b. Oxford College of Emory University and the City of Oxford have been selected to host the first day's destination and the start of the second day of the 44<sup>th</sup> Annual Bicycle Ride Across Georgia (BRAG) on June 2, 2024. This is a 7-day event covering 419 miles from Atlanta to Savannah.
6. **Citizen Concerns**
7. **\*City Council Meeting Schedule for 2024:** Please note, this calendar reflects the needed changes to the meeting schedule based on the holidays and elections. Generally, the meetings are shifted one week out.
8. **Authorization for Mayor Eady to sign the official Proclamation declaring Newton County as an Education First Community by supporting the Newton County Education Foundation (NEF) and the mission to put community resources to work for our youth** – Chairman Banes has requested the cities to support this effort.
9. **\*Review of recommended changes to the Stream Buffers from 25 Feet to 100 feet:** See attached sections Sec. 14-134. Minimum protections (15) and (16).
10. **\*Review Three Bids for Public Works Fence Demolition and Replacement: Please note, the current Capital Improvement Plan has \$75,000 budgeted for this project.** – The Council had discussed choosing HCS at the Work Session.
11. **Consideration of Placing Signs for Catova Creek where it flows under E. Soule Street and W. Richardson Road** – As you know, Mike McQuaide worked with faculty at the College of the Muscogee Nation in Okmulgee, OK to look for a more appropriate name for Dried Indian Creek. Mr. McQuaide sent photos of the creek showing many of the significant granite outcroppings the water flows over. Norma Marshall, an Instructor in Native American Studies at the College of the Muscogee Nation, suggested “Catova Creek,” which is Muscogee for “creek among the rocks.”
12. **\*Approval of Request for Assistance from Northeast Georgia Regional Commission (NEGRC) to apply for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant** – With a deadline of February 28, 2024, the City Manager and Mayor elected to send a request for assistance for this effort. We are respectfully asking for approval of this action. Note, the request may be withdrawn with no expense incurred. The RAISE funds may support shared use paths and would likely require no further local expenditure of funds due to the Georgia Office of Planning & Budget Funds we have and because the path would be located within a Census Tract that has persistent poverty. The cost for the application is \$500.
13. **\*Distribution of FEMA Reimbursement Funds** – Please see the attached memo regarding direction needed for the distribution of \$9,368.01 in FEMA funds for expenses incurred from the January 12, 2023 storm damages.

14. **\*GEFA Lead and Copper Grant** – This item was not heard at the last Work Session. Staff just received this grant award on 1/2/24 and it is due back to GEFA on 2/1/24. There appear to be some errors in the budget as prepared by GEFA and these are detailed in the 014a attachment. We have determined the City is not obligated to spend more than the grant of \$73,900 and there is no match required. The inspection and replacement of lead joints and lines is a new requirement, and more funding is expected to assist with this effort.
15. **\*Invoices:** Council will review the city’s recently paid invoices over \$1,000.
16. **Executive Session:** An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.
17. **Adjourn**

\*Attachments

# STEVEN A. HATHORN

2104 Usher Street  
P. O. Box 1946  
Covington, Georgia 30015  
(770) 786-8595  
(steveuga1957@gmail.com)

December 4, 2023

✓ Ms. Marcia Brooks, City Clerk,  
Ms. Janet Lewis, Clerk of Municipal Court  
City of Oxford  
110 W. Clark Street  
Oxford, Georgia 30054

RE: Service as Municipal Judge; 2024

Dear Madam:

Please allow this letter to serve as my written request to be reappointed as Oxford's Municipal Judge for the 2024 calendar year. I have served as your Municipal Judge since 1996, and I have dissolved my private practice entity in the last year. I have no potential conflict of interest, and no problem continuing to bring adequate time and attention to the position. My rate of compensation shall, presumably, remain at its current level, as amended July 1, 2022.

The position of Municipal Judge is created under the City of Oxford's charter as approved by the Georgia Legislature and I have happily served in that capacity for almost 28 years. As such, I have never provided proof of independent liability insurance (as would a vendor), but have previously been provided proof that I was covered by the city's general liability policy(s). ( In fact, I know of no insurance company which offers or issues insurance to attorneys who are part time judges, to cover their judicial duties.)

I will execute another contract of employment, as recommended by the Georgia Council of Municipal Court Judges. The agreement I sign will be similar in form as last year and incorporate the provisions of O. C. G. A. Sec.36-32-2.2; and will contain appropriate recitals regarding qualifications, duties, term, compensation, status, certification, continuing education, dues and subscriptions, and removal.

I thank you both, along with the Mayor and Council, for this opportunity to continue to serve the City.

I remain . . .

Sincerely,



STEVEN A. HATHORN, Judge

SAH/sah

**STRICKLAND & STRICKLAND, LLP**  
*Attorneys at Law*

*Charles D. Strickland (1962-2019)*  
*C. David Strickland, P.C.*

*david.strickland@strickland-law.com*

*1138 Conyers Street, SE*  
*Covington, Georgia 30014-2851*

*Established 1962*

*Post Office Box 70*  
*Covington, Georgia 30015-0070*

*Telephone (770) 786-5460*  
*Facsimile (770) 786-5499*

November 29, 2023

Hon. David S. Eady, Mayor  
Mr. Bill Andrew, City Manager  
City of Oxford  
110 West Clark Street  
Oxford Georgia 30054-2274

**Re: Reappointment as City Attorney.**

Gentlemen,

I would like to respectfully request you and the City Council to consider my continuing as City Attorney for Oxford for the next year; I would be glad to do so under same terms as this past, and prior years. If the City is amenable, please list the appointment as **C. David Strickland (C. David Strickland, P.C.)**.

If I can be of further assistance, please call.

Sincerely,



C. David Strickland, PC

# FREEMAN

LAW FIRM LLC

1182B Washington Street  
Covington, Georgia 30014  
Phone: (404) 955-8183  
Fax: (404) 373-3990  
cheryl@cfreemanlaw.com

December 14, 2022

City of Oxford  
Attn: Ms. Brooks  
110 West Clark Street  
Oxford, GA 30054

**RE: City of Oxford Solicitor Position**

Dear Ms. Brooks:

I am writing to express my continued interest in the Solicitor position with the City of Oxford. I have enjoyed working with everyone and I would like to continue in my role as the solicitor if the City would have me. Please let me know if you need anything further from me.

Very truly yours,



Cheryl R. Freeman  
Attorney at Law

## **MAYORS PRO-TEM (2005-PRESENT)**

2023	Laura McCanless
2022	Mike Ready
2021	George Holt
2020	Jim Windham
2019	Jeff Wearing
2018	Jim Windham
2017	Mike Ready
2016	George Holt
2015	Sarah Davis
2014	Lyn Pace
2013	Terry Smith
2012	David Eady
2011	Frank Davis
2010	Sue Dale
2009	Jim Windham
2008	George Holt
2007	Hoyt Oliver
2006	William Murdy
2005	Emma Lou Patterson

## **MAYORS (1943-PRESENT)**

2020-Present	Mr. David S. Eady
2008-2019	Mr. Jerry D. Roseberry
2007	Mr. William H. (Dean) Murdy
2004-2006	Mr. Donald Ballard
1995-2003	Mr. Don Turner
1988-1994	Mr. Jack Porter Atkinson Jr.
1982-1987	Mr. Fred Taylor
1980-1981	Mr. Weldon Carson
1976-1979	Mr. Dial
1972-1975	Mr. Wiley Allgood
1958-1971	Mr. Augustus W. (Jack) Jackson
1953-1957	Mr. Aubra L. Sherwood
1952	Mr. Barnett
1951	Mr. Lancaster
1950	Mr. M.R. Elizer
1948-1949	Mr. Allgood
1947	Mr. Thorne
1943-1946	Mr. E. W. Strozier



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION  
MONDAY, DECEMBER 4, 2023 – 7:00 PM  
CITY HALL  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Laura McCanless – Councilmember  
Mike Ready – Councilmember  
Jeff Wearing – Councilmember  
Erik Oliver – Councilmember

**APPOINTED/STAFF PRESENT:**

Bill Andrew – City Manager  
Marcia Brooks – City Clerk/Treasurer  
Mark Anglin – Police Chief  
Jody Reid – Supervisor of Maintenance  
David Strickland – City Attorney

**ELECTED OFFICIALS NOT PRESENT:**

Jim Windham – Councilmember

**OTHERS PRESENT:** Art Vinson, Mike McQuaide

1. The meeting was called to order by the Honorable David S. Eady, Mayor.
2. **Jeff Wearing made a motion to approve the agenda for the December 4, 2023 Mayor and Council Regular Meeting. Mike Ready seconded the motion. The motion was approved unanimously (6/0).** (Attachment A)
3. **Jeff Wearing made a motion to accept the Consent Agenda for December 4, 2023. Mike Ready seconded the motion.**

Discussion:

Laura McCanless noted that the minutes for the November 17, 2023 work session erroneously show the meeting as being held on a Monday. This needs to be changed to Friday.

**The motion was approved unanimously (6/0).** (Attachment B)

**4. Mayor's Report**

The City Councilmembers were in agreement with trying to have the City's Christmas Dinner at one of the restaurants on the square in Covington on December 14<sup>th</sup>. Marcia Brooks will check on availability of venues and get back to everyone.



**5. Citizen Concerns**

Erik Oliver raised the issue of sign clutter in the City. Mayor Eady agreed to add this issue to the work session agenda.

**6. Presentation of research on the benefits and effectiveness of pollinator gardens (Attachment C)**

Michaelina Schach was unable to attend the meeting. She will be invited back for a future meeting. Marcia Brooks suggested that she be appointed Honorary Council Member when she attends. The City Council was amenable to doing so. Laura McCanless will coordinate with Ms. Schach.

**7. WaterFirst Renewal (Attachment D)**

**Laura McCanless made a motion to approve renewing the WaterFirst designation with Georgia Environmental Finance Authority (GEFA). George Holt seconded the motion. The motion was approved unanimously (6/0).**

**8. Resolution for the Oxford Water and Sewer System Development Charges (SDC) (Attachment E)**

**Laura McCanless made a motion to approve the resolution. Mike Ready seconded the motion.**

Discussion:

An extended discussion was held concerning the specifics of the proposed fees and what they include. Bill Andrew clarified that the proposed charges should be distinguished from tap fees. Tap fees must be paid in addition to these charges, which are considered system development charges.

**The motion carried by a vote of 5/1 with George Holt casting a nay vote.**

**9. Authorization to Request Additional Sewer Capacity from the City of Covington at \$22/gallon**

Discussion:

Erik Oliver expressed his support for buying more capacity than the minimum necessary to minimize the risk of spending more per gallon for capacity in the future. Mayor Eady stated that the study being conducted to determine capacity on the west side of Oxford is being leveraged to also make the same determination on the east side, which the City of Covington is servicing. He suggested waiting until that study is complete before buying any additional capacity.

**Laura McCanless made a motion to request 18,000 gallons of additional capacity from the City of Covington. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**

**10. Authorization to Withdraw \$250,000 from Oxford's Municipal Competitive Trust Fund for the Purpose of Upgrading the Geiger Street Substation (Attachment F)**

**Laura McCanless made a motion to authorize the withdrawal for the purpose of upgrading the Geiger Street Substation. Mike Ready seconded the motion.**

Discussion:

Erik Oliver raised the point that the authorization should not be for a specific purpose since the upgrade of the substation has not been finalized. It can specify that the money will be placed in the Electric Capital account.

**Laura McCanless amended her motion to authorize the withdrawal and place the money in the City's Electric Capital account. Mike Ready seconded the amended motion. The motion was approved unanimously (6/0).**

11. **Invoices** (Attachment G)

The City Council reviewed invoices paid for \$1,000 or more during November 2023.

12. **Executive Session**

None.

13. **Adjourn**

**Jeff Wearing made a motion to adjourn at 8:04 p.m. Mike Wearing seconded the motion. The motion was approved unanimously (6/0).**

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, NOVEMBER 18, 2023 – 6:30 PM  
CITY HALL  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

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

**STAFF PRESENT:**

Marcia Brooks – City Clerk/Treasurer  
Bill Andrew – City Manager  
Mark Anglin – Police Chief  
Jody Reid – Supervisor of Maintenance  
Sydney Chacon – Associate Clerk  
Matt Brown – Maintenance Staff  
Austin Ballard – Maintenance Staff  
Kole Houston – Maintenance Staff  
Charlie Mathis – Maintenance Staff  
Johnny Usher – Maintenance Staff

**OTHERS PRESENT:** Laura Gafnea (Oxford College), Sam Trager (CVIOG), Jonathan Eady, family of Austin Ballard

**Agenda (Attachment A)**

**1. Mayor's Announcements**

Announcements are listed in the agenda. Regarding the possible special called meeting, Mayor Eady asked Marcia Brooks to find out from Rushton if they could have the proposed budget amendments ready for a meeting Thursday night. They confirmed they could, so a meeting was planned for 6:30 via Zoom.

Mayor Eady announced that he would like to close the office at noon on Friday, December 22<sup>nd</sup> and place the Maintenance staff on call. There were no objections from City Council members.

Mayor Eady presented a 5-year faithful service award to Austin Ballard.

**2. Committee Reports**

a. **Trees, Parks, and Recreation Board** – No report.

- b. **Planning Commission** – Bill Andrew stated there is someone considering requesting annexation/rezoning on Moore Street. There is also an issue pending regarding Richardson Street. Jonathan Eady reported that the two ordinances the City Council will review in January pertain to violations occurring now in the City and are not merely prohibiting future issues.
  - c. **Sustainability Committee** – Laura McCanless reported that the committee is working on their agenda for next year.
  - d. **Old Church Venue Committee** – Mike Ready reported that a RFP had been released generating interest from three companies. The committee is in the process of vetting the proposals and hope to make a presentation with more details in January.
3. **Review of a Classification and Compensation Plan for the City of Oxford, Georgia, by Carl Vinson Institute of Georgia** (Attachment B)  
Sam Trager with CVIOG presented the findings and recommendations of their report to the City Council.

George Holt stated that he does not agree with the assessment that the Supervisor of Utilities and Maintenance position should be classified as a non-exempt position. He contends that there are several exemptions under the Fair Labor Standards Act (FLSA), and this position is exempt under at least one of the exemptions.

Mayor Eady stated that he plans to appoint a committee to evaluate the report and discussion and make recommendations to the City Council. Mr. Trager stated that he recommends having an attorney review this issue to protect the interests of the City.

Mayor Eady appointed a committee to review the report in consultation with CVIOG and return to the City Council with recommendations. He requested that George Holt, Jeff Wearing, and Mike Ready serve on the committee. Bill Andrew pointed out that the contractual obligation with CVIOG has ended, and a new contract would need to be executed to continue working with them. George Holt stated he does not believe they need to consult with CVIOG further. Mayor Eady stated it could be the committee's decision whether further consultation with CVIOG is needed. Mr. Holt requested copies of the new job descriptions from Bill Andrew.

4. **Oxford DDA Partnership Effort With Main Street Land & Properties**

Jonathan Eady spoke on the DDA's vote at their recent meeting to select Main Street Land & Properties as a potential developer.

He stated that the next steps are:

1. The City Council moving forward with the Whatcoat Street realignment
2. Conveyance of the property to the DDA
3. Settle unresolved issues with the developer regarding rent and schematic design
4. Move forward with negotiation of transaction documents with the developer

Mayor Eady asked for clarification on when the milestones of the Whatcoat Street realignment should be completed in relation to development of the site. Jonathan Eady stated that the expectation is for the Whatcoat Street contractor to coordinate with the development contractor to ensure that timing of the various elements of the Whatcoat Street project are completed once and do not have to be ripped out and reworked.

Jim Windham stated it was his understanding that hard cost estimates would be available a couple of weeks ago. Jeff Wearing agreed with Mr. Windham.

Mayor Eady stated the only way to get firm cost estimates is to release a RFP. Laura McCanless stated what she recalled is that it would take a couple of weeks to get bid documents out to potential contractors for the work, and ninety days to complete the bid process. Jeff Wearing stated that was his recollection also.

Mr. Windham asked how much control the DDA will have over the project as it proceeds. Jonathan Eady stated the ground lease document would enforce control in the long term and regulate changes during development. During development they would have control over design. Before the ground lease is signed a final set of plans must be approved. Any changes after that must be approved.

Mr. Windham asked if it is necessary to tear down the existing building. Jonathan Eady stated that while the existing building is not about to fall down, it does not accommodate the kind of development they are pursuing to build the town center.

Jeff Wearing stated he did not know if he could support a \$1-2 million dollar price tag.

Mayor Eady stated that what the DDA really needs is a delineated boundary and establishment of a lot that could be conveyed to the DDA. That is tied to the Whatcoat Street work.

Jeff Wearing stated he was under the impression that no additional parking was needed for the development, but now additional parking spaces on Whatcoat Street are being contemplated.

Jonathan Eady stated that there is no pending expectation that additional parking will need to be provided by the City. However, before the visioning and concept plan transitions to executable documents, the DDA wants to be absolutely certain that what is proposed will meet the developer's expectations.

Erik Oliver asked why this process is being handled differently than DDA processes are usually handled. Specifically, a DDA is usually conveyed property after which they go out and find financing and a developer. He also questioned the value of the project to citizens and the jurisdiction granted to the DDA for developing the town center. He was told that they were given the town green for phase 1 of development.

Mayor Eady stated the DDA was given jurisdiction of the whole town center area, which runs from the old city hall building to the current city hall building, and the property on E. Clark Street and behind Orna Villa. The DDA was directed to look at the E. Clark Street property and the property behind Orna Villa for residential development, which did not come to fruition. This was the only directive from the City Council.

Jonathan Eady stated the scope of Oxford's DDA is to leverage its ability to be more flexible than traditional city governments to obtain financing and attract developers.

Mr. Oliver stated several concerns:

- Construction before deconstruction would require acquisition of a parcel further north.

- Realignment of Whatcoat Street for the purpose of accommodating the development is outside the scope of the Whatcoat Street improvements, which were being discussed before the DDA was formed.
- Why not start with a project that would not be a cost to the citizens such as work on the green?
- The building will be pre-leased to Oxford College. His concern is the college will eventually have the opportunity to buy it from the developer.
- The lease does not have to be with the DDA. The City Council could retain ownership of the property and be the lessor.

Mayor Eady stated that the City cannot enter into the type of agreement being planned.

Erik Oliver stated he does not see how the contemplated building would be any different than the City leasing the current building to Oxford College. He also asked how the City will receive remuneration for the loss of the current building.

Jonathan Eady stated that the only thing the City is being asked to spend money on is infrastructure on Whatcoat Street, which is a predicate to this particular project being done but has been on the drawing board for a decade or longer and is consistent with aligning the streets in a way to facilitate town center redevelopment independent of the current project being discussed.

Mayor Eady provided the income estimates again that he had previously provided related to the project.

Jonathan Eady stated that the DDA has spent a lot of time getting to this point with the project, and it is aligned with their understanding of the City Council's expectations and direction for the Town Center. If the City Council wants them to move forward, they will. If the City Council does not want to see this happen, they will stop meeting.

Erik Oliver stated that some of the City Council members felt the development plans were shoved and the DDA is saying that they will not work on any other ideas for Town Center development. He stated that the City Council is still the deciding body.

Mayor Eady stated that what he heard Jonathan Eady say and what he heard from Brian Barnard in a previous meeting is that the DDA is continuing to move forward in good faith based on their understanding of the City Council's desires and has requested the City's direction at certain stages in the process. In March the City Council approved them moving forward with the plan to engage with Main Street concerning construction of this building. If the City Council does not want the DDA to move forward with building according to this plan they will stop meeting with Main Street and stop working on this project.

Mr. Oliver asked about the status of discussions the City Council has had about cost sharing, compensation for the building coming down, and a property swap and whether they have been discussed with Main Street. Mayor Eady stated he has mentioned the property swap to Main Street. He stated he does not see the value of a property swap because the City will be swapping one building that is not sufficient for moving forward with the DDA's vision for another one. In conversations with Sam Hay, he has discussed removing the existing post office building and

Repurposing the site into something in line with town center goals. Jonathan Eady added that one of the advantages of partnering with Main Street is the opportunity to add on to the town center using the post office property.

Mr. Oliver stated that in that case he would support Main Street purchasing the old city hall building. Jonathan Eady stated that there is an overall project cost that if it is exceeded makes it a non-viable project. Piling more non-revenue producing cost onto the project does not make it a better project. Mr. Oliver stated he does not think they will walk away if they have to pay for the building.

Laura McCanless stated she supports Main Street's project in its current proposed location but would like to see some financial support from Main Street or Oxford College for the realignment of Whatcoat Street. Mayor Eady stated he has shared that concern with Emory and they have taken it back to discuss.

Mike Ready expressed his support for the DDA proposal. He is getting tired of the City Council rehashing issues over and over. He acknowledges that he is concerned with the cost of the Whatcoat Street realignment and the loss of the property, but he believes the City Council needs to approve moving forward.

George Holt stated he supported the project when it first started out, but then found out the building was going to be torn down. He did not agree with this, but also feels that Main Street should contribute toward the cost of the Whatcoat Street realignment.

Jonathan Eady stated his belief that 95% of the increase in cost for Whatcoat Street is due to escalating construction costs. There should be no increase in cost to realign the street. This part of the project has been discussed since 2006. It is not specifically in the project to facilitate construction of the building. Realignment of the street is not required to build the building, but the DDA feels that realignment and squaring the property will maximize the utility for a building site.

Jim Windham stated that originally the cost to make changes to Whatcoat Street was \$80,000. It became \$300,000 when the idea of realignment was introduced. He stated he has a hard time justifying spending \$1 million or more on Whatcoat Street. He supports the DDA and believes there are so many possibilities to improve the green and the area behind Yarbrough House. His main goal with the Whatcoat Street work was to get rid of some asphalt.

Mr. Oliver stated that there should be more cost sharing with the college and the developer benefitting. He cannot support spending so much money when there are so many other infrastructure needs in the City.

Mayor Eady stated that Atkins will be moving forward with bidding procedures. They can also be asked to evaluate doing minimal work on Whatcoat Street just to get rid of some pavement and redefine the lot and provide this information to Oxford.

**5. Review the City Council Meeting Schedule for 2024 (Attachment C)**

There were no objections to adopting the calendar. Mayor Eady announced that beginning in 2024, a committee of City Council will be planning the Staff Appreciation Party. He and his wife are working on getting a volunteer appreciation dinner scheduled.

**6. Review of recommended changes to the Stream Buffers from 25 feet to 100 feet (Attachment D)**

Laura McCanless clarified that the proposed ordinance change does not include intermittent streams.

George Holt asked for the rationale for the change. Laura McCanless explained that there is not appreciable effectiveness until the distance approaches 75-100 feet from a building site. The EPA advocates a minimum of 100 feet but recommends more. She added that this applies to new development.

**7. Review Three Bids for Public Works Fence Demolition and Replacement (Attachment E)**

Laura McCanless asked if the City is familiar with HCS. Jody Reid advised they do a lot of the City's work and are reliable.

George Holt asked why the second bidder included tax on labor in their quote. Marcia Brooks stated the City does not pay tax on any part of the cost of a job.

Jody confirmed that all the bids are using treated wood.

The Council members agreed to move forward with the HCS bid.

**8. Authorization for Mayor Eady to sign the official Proclamation declaring Newton County as an Education First Community (Attachment F)**

**9. Consideration of Placing Signs for Catova Creek where it flows under E. Soule Street and E. Richardson Street**

**10. Approval of Request for Assistance from Northeast Georgia Regional Commission (NEGRC) to apply for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant (Attachment G)**

**11. Appointment of the Mayor Pro Tem**

The City Council members agreed that Erik Oliver should serve as Mayor Pro Tem in 2024.

**12. Appointment of City Solicitor, City Attorney, and Municipal Court Judge**

George Holt stated that the City charter also requires appointment of the City Clerk and Police Chief, and the Council can also choose to appoint a Treasurer in January of each year. The City Council will discuss these appointments in Executive Session this evening.

**13. City Road Signs Update – compliance with the Manual on Uniform Traffic Control Devices (MUTCD)**

**14. Distribution of FEMA Reimbursement Funds (Appendix H)**

The City Council advised staff to leave the FEMA Reimbursement Funds in the General Fund to help offset the deficit in the budget.

**15. Other Business**

**16. Work Session Meeting Review**



**17. Executive Session**

**Jim Windham made a motion to go into Executive Session at 8:47 p.m. Mike Ready seconded the motion. The motion was approved unanimously (7/0).**

An Executive Session was held to discuss personnel matters.

**Jim Windham made a motion to exit Executive Session at 9:00 p.m. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

**18. Adjourn**

**Jim Windham made a motion to adjourn at 9:00 p.m. Erik Oliver seconded the motion. The motion was approved unanimously (7/0).**

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
SPECIAL CALLED VOTING MEETING  
THURSDAY, DECEMBER 21, 2023 – 6:30 PM  
VIA TELECONFERENCE  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Laura McCanless – Councilmember  
Mike Ready – Councilmember  
Jim Windham – Councilmember  
Erik Oliver – Councilmember

**APPOINTED/STAFF PRESENT:**

Marcia Brooks – City Clerk/Treasurer  
Bill Andrew – City Manager

**ELECTED OFFICIALS NOT PRESENT:**

Jeff Wearing – Councilmember

**OTHERS PRESENT:** None.

1. The meeting was called to order by the Honorable David S. Eady, Mayor.
2. **Erik Oliver made a motion to accept the agenda for the December 21, 2023 Mayor and Council Special Called Voting Meeting. George Holt seconded the motion. The motion was approved unanimously (6/0).** (Attachment A)
3. **FY 2023 Budget Amendments** (Attachment B)

**Erik Oliver made a motion to approve the FY 2023 budget amendments. Mike Ready seconded the motion. The motion was approved unanimously (6/0).**

4. **Adjourn**

**Jim Windham made a motion to adjourn at 6:35 p.m. Erik Oliver seconded the motion. The motion was approved unanimously (6/0).**

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer



BIRTHPLACE OF EMORY UNIVERSITY

## 2024 CITY COUNCIL MEETINGS

January 8, 2024	Organizational Meeting and Regular Session
January 22, 2024	Work Session
February 5, 2024	Regular Session
February 19, 2024	Work Session
March 4, 2024	Regular Session
March 18, 2024	Work Session
April 1, 2024	Regular Session
April 15, 2024	Work Session
May 6, 2024	Regular Session
May 22, 2024	Work Session
June 3, 2024	Regular Session
June 24, 2024	Work Session
July 1, 2024	Regular Session
July 15, 2024	Work Session
August 5, 2024	Regular Session
August 19, 2024	Work Session
September 9, 2024	Regular Session
September 16, 2024	Work Session
October 7, 2024	Regular Session
October 21, 2024	Work Session
November 12, 2024	Regular Session
November 18, 2024	Work Session
December 9, 2024	Regular Session
December 16, 2024	Work Session



## OBSERVED HOLIDAYS 2024

January 1, Monday	New Year's Day
January 15, Monday	Martin Luther King Jr. Day
May 27, Monday	Memorial Day
June 19, Wednesday	Juneteenth
July 4, Thursday	Independence Day
September 2, Monday	Labor Day
November 11, Monday	Veteran's Day
November 28, Thursday	Thanksgiving
November 29, Friday	Day after Thanksgiving
December 24, Tuesday	Christmas Eve
December 25, Wednesday	Christmas Day

# OFFICE OF THE SECRETARY OF STATE ELECTIONS DIVISION



## 2024 SCHEDULED ELECTIONS & SUMMARY OF EVENTS

ELECTION	ELECTION DATE	ABM APPLICATION PERIOD	ABM MAILOUT START DATE	ADVANCE VOTING PERIOD	REGISTRATION DEADLINE
Presidential Preference Primary (PPP)	March 12, 2024	FPCA: 09/14/23 to 03/01/24 GA APP: 12/25/23 to 03/01/24	UOCAVA: 01/23/24 CIVILIAN: 02/12/24	02/19/24 to 3/8/24	02/12/2024
General Primary / Nonpartisan Election	May 21, 2024	FPCA: 11/23/23 to 05/10/24 GA APP: 03/04/24 to 05/10/24	UOCAVA: 04/02/24 CIVILIAN: 04/22/24	04/29/24 to 5/17/24	04/22/2024
General Primary / Nonpartisan Runoff General Runoff for Federal Offices	June 18, 2024	FPCA: 12/21/23 to 06/07/24 GA APP: 04/01/24 to 06/07/24	UOCAVA: 04/02/24 CIVILIAN: ASAP	ASAP, but no later than 06/10 to 06/14	04/22/2024 05/20/2024
General Election	November 5, 2024	FPCA: 05/09/24 to 10/25/24 GA APP: 08/19/24 to 10/25/24	UOCAVA: 09/17/24 CIVILIAN: 10/07/24	10/14/24 thru 11/1/24	10/07/2024
General Runoff General Runoff for Federal Offices	December 3, 2024	FPCA: 06/06/24 to 11/22/24 GA APP: 09/16/24 to 11/22/24	UOCAVA: 09/17/24 CIVILIAN: ASAP	ASAP, but no later than 11/25/24 to 11/27/24	10/07/2024 11/04/2024

**Special Note:** The General Runoff for Federal Offices is not considered a separate event, it is listed on a separate line due to the different registration deadlines.

*O.C.G.A. § 21-2-14. When the last day for the exercise of any privilege or discharge of any duty prescribed or required by this chapter shall fall on a Saturday, Sunday, or legal holiday, the next succeeding business day shall be the last day for the exercise of such privilege or the discharge of such duty.*



NEWTON COUNTY  
**BOARD OF COMMISSIONERS**  
Office of the Honorable Chairman, Marcello Banes

MARCELLO BANES  
CHAIRMAN

December 7, 2023

Greetings #OneNewton Supporters,

As leaders in our community, we once again have an opportunity to do something profound and critical. Recently I had the pleasure of meeting with Gail Rothman of the Newton Education Foundation (NEF) and am excited and motivated by this new initiative in our community.

We all know what the power of collective impact can have on our community. We all know how crucial education is in our community and we all know that Newton County works best when it works together. We have seen the tremendous strides our school system has made throughout recent years. We also know the job is never finished. After meeting with the Newton Education Foundation (NEF), I was humbled and excited by some of the facts presented.

- Georgia ranks 33rd nationally in per pupil spending
- Georgia is one of only 6 states that does not provide specific additional funding to serve students living in property
- Only 5 of the 543 Education Foundations are in Georgia
- In Florida 67 Education Foundations raised more than \$85 million for a variety of locally driven initiatives



The Newton Education Foundation, which just recently relaunched to focus on strategic investment, set its mission to put community resources to work for our kids so they can achieve academic and personal success. What greater way can we help by pledging our leadership and our resources. Their link should provide the additional information you may need: <https://newtoneducationfoundation.org/>

Years ago, we all came together and pledged Newton County as a Water First Community. Since then we have seen our industry grow tremendously, we have added more residences and schools and we are growing our tax base in unprecedented ways. That was due to our leadership and our cooperation. We now are presented with another opportunity. I request that we all come together and pledge our support of the Newton Education Foundation. Will you please join me in signing our individual names to an official Proclamation declaring Newton County as an Education First Community by supporting the Newton County Education Foundation (NEF) and the mission to put community resources to work for our youth?

Respectfully,

Chairman Marcello Banes

Newton County Board of Commissioners

# Proclamation of Unification



**Town of Mansfield**



**Town of Newborn**



**SOLIDIFYING THE JOINT EFFORT OF SUPPORT AND PARTNERSHIP OF OUR BOARD OF COMMISSIONERS, NEWTON COUNTY MUNICIPALITIES, PIEDMONT NEWTON HOSPITAL, CHAMBER OF COMMERCE, NEWTON COUNTY TOMORROW, NEWTON COUNTER WATER & SEWERAGE AUTHORITY, AND NEWTON COUNTY BOARD OF EDUCATION, TO THE NEWTON EDUCATION FOUNDATION (NEF)**

**WHEREAS:** In 2009, a group of business leaders and local residents established the Newton Education Foundation (NEF) with the aim of fostering a stronger connection between the community and the Newton County School System; and

**WHEREAS:** After more than a decade of funding small grants and projects, there is a relaunching of efforts with the All in for Kids Campaign, because it is believed that in order to provide a world-class education to all our children, we need widespread support from every corner of the county; and

**WHEREAS:** The Newton Education Foundation puts community resources to work for our kids so they can achieve academic and personal success. It is accomplished by providing funds that help our schools remove obstacles, provide great educational opportunities that deepen learning and support teachers in meeting the learning needs of all kids.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Honorable Chairman Marcello Banes that Newton County Board of Commissioners and its surrounding Municipalities, Piedmont Newton Hospital, Chamber of Commerce, Newton County Tomorrow, Newton Counter Water & Sewerage Authority, and Newton County Board of Education that we will reaffirm our commitment to ensuring Newton County, as a whole, is aware of the positive impact Newton Education Foundation (NEF) can make for its students, businesses and citizens through this partnership by donation, the promotion of marketing collateral, communications and involvement in local events.

**BE IT FURTHER PROCLAIMED**, that Chairman Marcello Banes and the Newton County Board of Commissioners specifically urges the aforementioned and all citizens to become familiar with the services and benefits offered by Newton Education Foundation (NEF) in this community to support as well as participate in their initiatives to enhance their knowledge and awareness regarding the foundation. Chairman of the Board of Commissioners will provide an executed copy of this Proclamation to each of the aforementioned to certify its commitment and partnership to exemplify our mantra:

**“WE’RE ALL IN FOR THE KIDS”**  
understanding that *Great Schools Build Great Communities*

**SO RESOLVED**, this \_\_\_th day of \_\_\_\_\_, 2024.

**NEWTON COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
The Honorable Chairman, Marcello Banes  
Newton County Board of Commissioners

Endorsement Signatures:

## *DIVISION 2. MINIMUM STANDARDS*

### **Sec. 14-132. General provisions.**

- (a) Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of the chapter and the NPDES general permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this chapter shall contain provisions for application of soil erosion, sedimentation and pollution control measures and practices. The provisions shall be incorporated into the erosion, sedimentation and pollution control plans.
- (b) Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of this division. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements.
- (c) Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this article and the NPDES general permit.

(Ord. of 7-12-2010(01), § 2(35-104(A)))

### **Sec. 14-133. Best management practices required.**

- (a) Best management practices as set forth in this section shall be required for all land-disturbing activities. Proper design, installation and maintenance of best management practices shall constitute a complete defense to any action by the director or to any other allegation of noncompliance with this subsection or any substantially similar terms contained in a permit for the discharge of stormwater issued pursuant to O.C.G.A. § 12-5-30(f) a part of the Georgia Water Quality Control Act. As used in this subsection, the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. § 12-7-6(b).
- (b) A discharge of stormwater runoff from disturbed areas where best management practices have not been properly designed, installed and maintained shall constitute a separate violation of any land-disturbing permit issued by a local issuing authority or of any state general permit issued by the EPD pursuant to O.C.G.A. § 12-5-30(f), part of the Georgia Water Quality Control Act, for each day on which such discharge results in the turbidity of receiving waters being increased by more than 25 nephelometric turbidity units for waters supporting warm water fisheries or by more than ten nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the director. This subsection shall not apply to any land disturbance associated with the construction of single family homes which are not part of a larger common plan of development or sale, unless the planned disturbance for such construction is equal to or greater than five acres.
- (c) Failure to properly design, install or maintain best management practices shall constitute a violation of any land-disturbing permit issued by a local issuing authority or of any state general permit issued by the EPD pursuant to O.C.G.A. § 12-5-30(f), part of the Georgia Water Quality Control Act, for each day on which such failure occurs.



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- (d) The director may require, in accordance with regulations adopted by the board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.
  - (e) The local issuing authority may set more stringent buffer requirements than stated in this section, in light of O.C.G.A. § 12-7-6(c).

(Ord. of 7-12-2010(01), § 2(35-104(B)))

### **Sec. 14-134. Minimum protections.**

The rules and regulations, ordinances or resolutions adopted pursuant to O.C.G.A. § 12-7-1 et seq., for the purpose of governing land-disturbing activities, shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Georgia" published by the state soil and water conservation commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:

- (1) Stripping of vegetation, regarding and other development activities shall be conducted in a manner so as to minimize erosion;
- (2) Cut-fill operations must be kept to a minimum;
- (3) Development plans must conform to topography and soil type so as to create the lowest practicable erosion potential;
- (4) Whenever feasible, natural vegetation shall be retained, protected and supplemented;
- (5) The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
- (6) Disturbed soil shall be stabilized as quickly as practicable;
- (7) Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
- (8) Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;
- (9) To the extent necessary, sediment in runoff water must be trapped by the use of debris basins, sediment basins, silt traps or similar measures until the disturbed area is stabilized. As used in this subsection, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. § 12-7-1 et seq.;
- (10) Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
- (11) Cuts and fills may not endanger adjoining property;
- (12) Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
- (13) Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;
- (14) Land-disturbing activity plans for erosion, sedimentation and pollution control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to

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retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in this section;

- (15) ~~Except as provided in subsection (16) of this section, t~~There is established a ~~25~~100-foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the director pursuant to O.C.G.A. § 12-2-8, where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; or along any ephemeral stream. As used in this provision, the term "ephemeral stream" means a stream: that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the groundwater table year round; for which groundwater is not a source of water; and for which runoff from precipitation is the primary source of water flow, unless exempted as along an ephemeral stream, the buffers of at least ~~25~~100 feet established pursuant to the Metropolitan River Protection Act, O.C.G.A. § 12-5-440 et seq., shall remain in force unless a variance is granted by the director as provided in this subsection. The following requirements shall apply to any such buffer:
- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
  - b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented:
    1. Stream crossings for water lines; or
    2. Stream crossings for sewer lines;
- (16) There is established a ~~50~~100-foot buffer, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as trout streams pursuant to Georgia Water Quality Control Act, O.C.G.A. § 12-5-20 et seq., except where a roadway drainage structure must be constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25-foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:

- 
- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
  - b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented:
    1. Stream crossings for water lines; or
    2. Stream crossings for sewer lines.

(Ord. of 7-12-2010(01), § 2(35-104(C)))

**Sec. 14-135. More stringent regulations may be adopted.**

Nothing contained in O.C.G.A. § 12-7-1 et seq. shall prevent any local issuing authority from adopting rules and regulations, ordinances, or resolutions which contain stream buffer requirements that exceed the minimum requirements in sections 14-133 and 14-134.

(Ord. of 7-12-2010(01), § 2(35-104(D)))

**Sec. 14-136. Injury does not constitute proof or presumption of violation of standards.**

The fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this chapter or the terms of the permit.

(Ord. of 7-12-2010(01), § 2(35-104(E)))

**Secs. 14-137—14-155. Reserved.**

# PROPOSAL

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**HCS SERVICES**  
149 OLD HWY 81  
OXFORD GA 30054

11/21/2023

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To: **CITY OF OXFORD**  
Job: MAINTANCE SHOP

Qty	Description	Line Total
	DEMO EXSISTING WOOD FENCE	
	REPLACE WITH NEW WOOD	
	125 NEW 4X6 POST	
	1X8 FENCE	
	MATERIAL AND LABOR PROPOSED	\$36,300.00

**Thank You For Your Business**  
Make all checks payable to HCS SERVICES

Timber Fence LLC

678-334-1426  
caleb.satterfield@yahoo.com



## Estimate

**ESTIMATE # 25**  
**DATE 09/22/2023**

**ADDRESS**

Jody Reid  
City Of Oxford  
105 W Watson St  
Oxford, Ga 30054  
United States

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Labor</b>	901Ft of 8ft tall standard privacy Fence Demo and haul off. Brush and tree clearing and haul off.	901	6.00	5,406.00T
	<b>Labor</b>	Erection of 901ft 8ft tall standard privacy fencing. 3) operator gates rebuilt on existing metal gate frames	901	15.50	13,965.50T
	<b>Material</b>	Material 100) bags of Concrete 118) 4x6x8 118) 2x4x8 14) 2x4x16 2,200) 8ft tall pickets 15,720) 2 inch picket nails 1) box of 3 inch framing nails 1) box of concrete screws	901	18.00	16,218.00T

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SUBTOTAL	35,589.50
TAX	2,491.27
<b>TOTAL</b>	<b>\$38,080.77</b>

Accepted By

Accepted Date

# ESTIMATE



**Seabolt Fence Company**  
8133 Dearing St SE  
Covington, GA 30014

seaboltfencing@gmail.com  
+1 (404) 538-9482

## City Of Oxford

### Bill to

110 W Clark St Oxford GA 30054

### Estimate details

Estimate no.: 1099  
Estimate date: 05/18/2023

Product or service

Amount

1. <b>Services</b>	1 unit × \$51,940.00	\$51,940.00
951' of 8' wood privacy. Remove old and replace with new like fence. Clean all debris and haul away old fence.		

**Total** **\$51,940.00**

### Note to customer

Thank you for your business.

110 W. Clark Street  
Oxford, GA 30054  
Phone 770-786-7004  
Fax 770-786-2211  
www.oxfordgeorgia.org



Incorporated December 23, 1839

Mayor David S. Eady  
City Manager Bill Andrew  
City Clerk Marcia Brooks

December 12, 2023

Mr. Burke Walker, Executive Director  
Northeast Georgia Regional Commission  
305 Research Drive  
Athens, GA 30605-2795

**RE: Requesting Assistance with an Application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program**

Dear Mr. Walker:

I would like to request the assistance of the Northeast Georgia Regional Commission with the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program application due on February 28, 2024.

We believe this application could dovetail with the work we have on-going on shared-use path construction from the \$2.2M in Governor's Office of Planning and Budget funds we are matching with \$1.3M.

The primary contact for this project is Bill Andrew, City Manager. He may be reached at [bandrew@oxfordgeorgia.org](mailto:bandrew@oxfordgeorgia.org) or (770) 786-7004. Thank you for your time and attention in this request and we look forward to hearing from you. We certainly appreciate the services provided by the NEGRC.

Sincerely,

A handwritten signature in blue ink that reads "David S. Eady".

David S. Eady, Mayor



## Memo

**To:** Bill Andrew, City Manager  
**From:** Marcia Brooks, City Clerk/Treasurer  
**Date:** December 7, 2023  
**Re:** Reimbursement from FEMA

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On January 12, 2023, severe storms and tornadoes caused widespread damage to multiple areas of Georgia. The City of Oxford was one of the jurisdictions impacted. Work performed by our employees as a result of this damage included clearing of streets/rights of way, restoration of electrical service and cleanup and hauling of storm debris.

The City of Oxford qualified for reimbursement from FEMA of its costs to complete repairs and cleanup. The City received a total of \$9,368.01 from GEMA (acting on FEMA's behalf) in November 2023. The funds were deposited in the City's General Operating account and booked to Intergovernmental Revenue (General Fund) pending further instruction from the City Council.

The question to be answered by the City Council is whether to leave these funds in the General Fund to be used for general purposes or to designate them for one or more specific purposes. A breakdown of the specific activities the funds were paid to the City for are as follows:

- City Wide Electrical Utility Damage – 4,197.40
- City Wide Debris Removal – 4,817.25
- Administrative Costs – 353.36 (Marcia – 78%, Jody – 22%)

If the City Council desires to utilize the reimbursement funds in the specific areas they were spent, a journal entry will need to be made to move the electrical portion to the Electric fund. Since debris removal falls under Streets, which is already in the General Fund, a journal entry is not needed for that portion. Most of the administrative costs were incurred during the process to document the City's costs, and the City Clerk's position is already paid from the General Fund as well.

As a general reminder, the General Fund budget for FY 2024 had a deficit, and the City Council's approved budget included supplementing the General Fund from other sources, including the Electrical fund.





December 19, 2023

Bill Andrew  
City Manager  
City of Oxford  
110 W Clark St  
Oxford, GA 30054

Re: City of Oxford - Grant No. DWLSL2022070

Dear Mr. Andrew:

Enclosed are the grant documents for your Georgia Environmental Finance Authority (GEFA) grant that was allotted to the city of Oxford. We look forward to working with you on your project. In this package you will find:

1. Two copies of the Grant Agreement
  - a. Exhibits A - E
2. Signature Card
3. Vendor Authorization Agreement for ACH Credit

#### Grant Agreement

Two copies of the grant agreement are enclosed. Each copy is an original counterpart and each must be executed. Have the appropriate official sign each grant agreement and the appropriate person attest the signature. Once signed, return **BOTH** grant agreements with the other documents to GEFA so that they may be executed. We will then return your counterpart to you.

#### Signature Card (blue card stock)

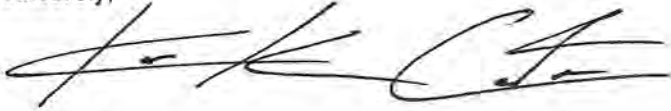
All draw requests must be signed by a designated official(s) of the recipient. It is the recipient's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must not be from an individual who is being given authorization to sign a drawdown request.



Authorization Agreement for ACH Credits and Debits

This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. The recipient's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelvin Castro', written in a cursive style.

Kelvin Castro  
Project Manager

Enclosures:

cc: Issac St. Clair, EIT / Carter & Sloope, Inc. (w/o enclosures)



## DOCUMENTS AND INFORMATION NEEDED FOR GRANT EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their grant agreement by February 1, 2024. In order to execute these grant documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- Grant Agreement. Two copies of the grant agreement are enclosed. Each copy is an original counterpart and each must be executed. Have the appropriate official sign each grant agreement and the appropriate person attest the signature. Once signed, return **both** grant agreements with the other documents to GEFA for execution. We will return your counterpart to you.
  
- Exhibit F – Recipient Affidavit. This affidavit verifies that the recipient is in compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services on behalf of the **Georgia Environmental Finance Authority** has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.
  
- Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must not be from an individual who is being given authorization to sign a drawdown request.
  
- Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.
  
- Project Performance Worksheet. Use the following link to enter the project-related information: <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>. Read the instructions prior to completing this project performance worksheet.





## Recipient Execution Checklist

Borrower Name: City of Oxford

Grant Number: DWLSL2022070

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed grant documents by February 1, 2024.

\_\_\_\_\_ **(2) Grant Agreements**

- Both grant agreements are signed and marked with the borrower's seal

\_\_\_\_\_ **Exhibit F: Recipient Affidavit**

- Signed, dated, and notarized. **This affidavit verifies the recipient's compliance with O.C.G.A 13-10-91.**
- The same people must sign all the documents.**

\_\_\_\_\_ **Signature Card**

- Completed, box checked, attested (not one of the signers), and dated

\_\_\_\_\_ **Vendor Authorization for ACH Electronic Funds Transfer**

- Completed, signed, and dated with a voided check/deposit ticket attached

\_\_\_\_\_ **Project Performance Worksheet**

- <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>



**AGREEMENT FOR THE DRINKING WATER SRF  
LEAD SERVICE LINE REPLACEMENT PROGRAM  
ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as GRANTOR

and

**CITY OF OXFORD**

(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Grantee

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**GRANT AGREEMENT**

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**AGREEMENT FOR THE DRINKING WATER SRF  
LEAD SERVICE LINE REPLACEMENT PROGRAM  
BY AND BETWEEN  
THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY  
AND  
CITY OF OXFORD**

**THIS AGREEMENT** made by and between the Georgia Environmental Finance Authority, hereinafter referred to as "GEFA", and the **CITY OF OXFORD**, an eligible local government unit, hereafter referred to as "Recipient".

**WHEREAS**, the state of Georgia is authorized to assist Georgia's municipalities, counties and authorities with loans and grants for construction of environmental facilities projects; and

**WHEREAS**, said assistance is consistent with the powers and duties of GEFA as specified in O.C.G.A. §50-23-5; and

**WHEREAS**, certain funds are available for the purposes set forth herein; and

**WHEREAS**, Recipient warrants that it has the authority to expend monies for the purposes set forth herein.

**NOW THEREFORE**, for and in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

**1. SCOPE OF PROJECT.** GEFA agrees to grant, and Recipient accepts, funds to be used by Recipient for the purposes of the project as specified in **Exhibit A (the "Project")**, which is incorporated by reference and made a part of this Agreement. The Environmental Protection Division of the Department of Natural Resources of the State of Georgia, (hereinafter "EPD" has completed or will complete all existing statutory reviews and issue Categorical Exclusion (hereinafter "CE") approvals, as required by Section 50-23-9 of the Official Code of Georgia Annotated, for the Project that is either prepared by the Recipient or prepared by the Recipient's engineer (the "**Engineer**"). Any changes to the scope of the Project must receive prior approval from GEFA in writing.

**2. REPRESENTATIONS.** Recipient is a Local Government and hereby represents that:

(a) The Local Government is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Agreement and to perform its obligations there under; and

(b) The execution of this Agreement and the project for which the Grant Award will be made have been duly authorized; and

(c) The representations made in this Agreement and all exhibits hereto, including but not limited to the Application, do not contain any untrue statements and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading.

**3. PROJECT BUDGET.** Subject to the availability of funds for such purpose, GEFA agrees to grant, and Recipient accepts, the sum of **\$73,900** funds to be used by Recipient for the purposes as specified in **Exhibit B**, which is incorporated by reference and made a part of this Agreement. Any changes to the project budget, including amount of funds expended, must receive prior approval from GEFA in writing.

**Compensation.** The total compensation under this contract shall not exceed **SEVENTY-THREE THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$73,900)**. Said amount shall constitute full and complete compensation for the scope of services as described in **Exhibit A**.

**4. METHOD OF PAYMENT.** The Recipient shall submit a monthly invoice (hereinafter "Invoice") by the 15<sup>th</sup> or 30<sup>th</sup> day of each month for reimbursement of expenses incurred during the previous month, and a written report using the format described in section 3 below. Payment shall be contingent upon the statutory review and CE approval from EPD, as specified in Section 50-23-9 of the Official Code of Georgia Annotated. The Recipient shall certify in writing the accuracy of each invoice and provide a description of the work performed or services rendered. Payment shall be made upon determination by GEFA that the scope of services items contained in this agreement, including deliverables and reporting requirements, for the period have been provided and have been approved by GEFA. If approved, GEFA will make payment to Recipient within 30 days of receipt by GEFA of a complete and proper invoice. GEFA will transfer funds to the account designated by Recipient. Payments made and use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of **Exhibit B**.

Each invoice shall, at a minimum, contain:

- (1) A requisition for such payment, stating the amount to be disbursed.
- (2) A certificate executed by the Authorized Recipient Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Recipient and that the same is a cost of the Project and is presently due and payable or has been paid by the Recipient and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Recipient has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains items representing payment on account of any expenses incurred.

(i) Project invoices shall be reviewed (at the time each requisition is submitted) by the Recipient, and the Recipient shall certify to GEFA that all project costs or associated activities funded under the appropriation of this funding: (A) are directly connected to the identification, planning, and inventory of lead service lines (B) involve the replacement design and planning of the entire lead service line, not just a portion, unless a portion has already been replaced, and (C) the acquisition of any equipment and/or devices are purchased specifically to assist in the identification and completion of the lead service line inventory.

(3) The accompanying written Project Information Form, must contain:

(A) General Information (Recipient Name, Project Name, Proposed Total Project Costs, Total Number of Service Connections, Project Start/Completion Dates, Recipient Contact Information, and Engineering Firm Contact Information, if applicable)

(B) Detailed description on the type of work being conducted or service provided, work status, work progress, and project results of the proposed project to either identify lead service lines or develop a lead service line replacement plan.

(C) Detailed description of the type of device(s) or equipment purchased to specifically assist in the identification and completion of the lead service line inventory, to include the procurement requirements specified in Exhibit D.

(D) Readiness to Proceed (Inventory Information, State Environmental Review Process Information),

(E) Recipient Authorization and Signature Information

## **5. AGREEMENT TO ACQUIRE, CONSTRUCT, AND INSTALL THE PROJECT.**

Recipient agrees to complete the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, Recipient shall commence and complete each activity or event by the deadline stated in the Project Schedule specified in **Exhibit C. If the project or activity has not commenced within six (6) months of the execution date, the grant award under the appropriation of the Lead Service Line Replacement funding will be subject to forfeiture and reallocation to other community projects.**



**6. ESTABLISHMENT OF COMPLETION DATE.** The date of completion of the Project (the “**Completion Date**”) shall be evidenced to GEFA by a certificate of completion signed by the Authorized Recipient Representative, stating that the Project was completed in accordance with the laws of the state of Georgia, the federal requirements of the Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement Program, and the policies of GEFA as set forth in **Exhibit E**. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of Recipient to cause the certificate contemplated by this paragraph to be furnished as soon as the Project is completed. Any Advances and/or proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

**7. COMMITMENT EXPIRATION DATE.** Recipient agrees that the grant funds specified herein will expire on **FEBRUARY 1, 2025**. This expiration date is in accordance with the Environmental Protection Agency’s Lead and Copper Rule Revisions (LCRR) under Executive Order 13990, which mandates the compliance deadline to complete lead service line inventories is October 16, 2024. All costs not submitted for reimbursement by the expiration date herein will automatically subject the grant award to forfeiture and be reallocated to other community projects under the appropriation of the Lead Service Line Replacement funding.

**8. HOLD HARMLESS OBLIGATIONS.** To the extent allowable by law, Recipient hereby agrees to the following hold harmless provisions:

(a) Recipient shall hold GEFA, its agents, and employees, harmless from and shall defend it against any and all claims resulting from or arising out of the grant, including, without limitation, damage claims for injury to persons or property.

(b) Recipient has submitted a grant application for the funds herein and expressly acknowledges that GEFA, its agents and employees, in passing through such funds, has neither assumed nor undertaken any legal duties to Recipient or others. Recipient agrees to make no claims or demands against GEFA, its agents, or employees, for any damages that may result from or arise out of the disbursement of the funds hereunder, even if such claims or demands are made against Recipient.

**9. CONFLICTS OF INTEREST.** Recipient hereby attests that all of the officials of Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the terms of this Agreement.

**10. LAWS AND ORDINANCES.** Recipient will comply with all applicable federal and state laws, and local ordinances, including those that govern the procurement of goods and services.

**11. MONITORING AND AUDITS.** Upon request, Recipient agrees to provide GEFA or State Auditor with any information GEFA deems necessary to monitor the performance of this agreement, and further agrees that these funds shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all grant funds. Recipient understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall preclude Recipient from applying for and receiving any further grants from GEFA.

**12. OPEN RECORDS AND OPEN MEETINGS.** All documents collected or produced by Recipient for use by a private person, firm, or corporation pursuant to a contract or other agreement or understanding with any governmental entity are public records and are subject to disclosure by Recipient under the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq* (hereinafter "Act"). Non-compliance with the Act may constitute a criminal act. Recipient shall notify GEFA no later than 24 hours after receipt of a request under the Act. Failure to comply with the Act is a material breach of this Agreement that may result in termination for cause. Recipient also certifies that in approving this Agreement, it has complied with the requirements of O.C.G.A. § 50- 14-1 regarding Open Meetings.

**13. COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS.** Recipient represents that it is familiar with and complies where applicable to the Governor's Executive Orders concerning ethics matters, including the Executive Order dated April 1, 2021, and all previous ethics Executive Orders. In this regard, Recipient certifies that any lobbyist employed or retained by Recipient, or his firm has both registered and made the required disclosures required by the Executive Orders.

**14. COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.** Recipient certifies that it will comply with O.C.G.A. § 13-10- 91 relating to the verification of the status of newly hired employees as specified in **Exhibit F**, attached hereto and incorporated herein by reference.

**15. RECORD RETENTION AND ACCESS.** Recipient shall retain all books, records, documents, and other material relevant to this Agreement for six years from the end of the grant term following the year in which the actual grant funds were directed. GEFA or the State Auditor, through any authorized representative shall have access to and the right to examine all records, books, papers, or documents related to the Agreement.

**16. ALL EXHIBITS CONTAINED HEREIN.** All exhibits and attachments to this Agreement and the introductory whereas clauses are incorporated herein.

**17. ENFORCEABILITY OF PROVISIONS.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**18. AGREEMENT ALTERATIONS AND AMENDMENTS.** Any amendments, to this agreement shall not be binding unless and until said changes are in writing and signed by authorized signors of the respective parties to this agreement.

**19. CONSTRUCTION OF AGREEMENT.** The parties acknowledge and agree that both parties substantially participated in negotiating the provisions of the Agreement; and, therefore, the parties agree that this Agreement shall not be construed more favorably toward one party than the other party as a result of one party primarily drafting the Agreement. The Section and other headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions hereof. This Section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

**20. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**21. ALL WRITING CONTAINED HEREIN.** This Agreement contains all terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CITY OF OXFORD**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



(SEAL)



Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**GEORGIA ENVIRONMENTAL  
FINANCE AUTHORITY**

Signature: \_\_\_\_\_

Hunter Hill  
Executive Director

(SEAL)

Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**DESCRIPTION OF THE PROJECT**

**SCOPE OF WORK**

**Recipient: CITY OF OXFORD**

**Grant Number: DWLSL2022070**

The city of Oxford seeks to conduct an inventory to identify existing lead service lines in its drinking water system through investigation activities, such as employee interviews, acquisition of tax records or engineering site plans, predictive and statistical modeling, field investigations, and/or potholing.

## DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF OXFORD

Grant Number: DWLSL2022070

ITEM	TOTAL	LSLR GRANT AWARD	OTHER CONTRIBUTIONS
Engineering & Administration	\$265,100	\$39,000	\$226,100
Service Line Investigation & Potholing	9,786	9,786	-
Devices & Equipment	8,000	8,000	-
Communication & Outreach Plan	3,724	3,724	-
LSL Replacement Plan	6,000	6,000	-
Contingency	7,390	7,390	-
<b>TOTAL</b>	<b>\$300,000</b>	<b>\$73,900</b>	<b>\$226,100</b>

\*This project budget is for the Lead Service Line Replacement Set-Asides Grant program. Grantee may adjust the amounts within the various budget items without prior GRANTOR approval with the exception of Devices & Equipment (which require GRANTOR approval). In no event shall the GRANTOR be liable for any amount exceeding the grant amount contained in Section 3 of the Grant Agreement.

**DESCRIPTION OF THE PROJECT**

**PROJECT SCHEDULE**

**Recipient:** CITY OF OXFORD

**Grant Number:** DWLSL2022070

<b>ACTION</b>	<b>DATE</b>
Lead Service Line Inventory Project Commencement	JUNE 2023
Bid Opening	JANUARY 2024
Notice to Proceed	FEBRUARY 2024
Lead Service Line Inventory Project Completion	OCTOBER 2024

**BIDDING AND PROCUREMENT REQUIREMENTS**

**Recipient:** CITY OF OXFORD

**Grant Number:** DWLSL2022070

I. Competitive procurement by public bidding is required for lead service line inventory services, materials, devices, and equipment.

II. Recipient must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. The Project must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. Recipient must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. Recipient must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. Recipient may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. Recipient must require 100 percent payment and performance bonds, if applicable.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes consistent with the scope of the original project contract documents.



X. Prior to disbursement of project-related funds, Recipient shall provide GEFA with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Recipient or Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents;
- F. Project deliverables, invoices and payment schedules; and
- G. Notice to proceed;

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If Recipient wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to GEFA that specific requirements be waived. Based on specific circumstances of the request, GEFA may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this **Exhibit D** (public, open, and competitive procurement) is satisfied through alternate means.

XIII. Recipient is required to notify GEFA at least two weeks prior to the commencement of work funded under this Agreement and to schedule meetings so that a representative from GEFA may participate.

**FEDERAL REQUIREMENTS**

**Recipient:** CITY OF OXFORD

**Grant Number:** DWLSL2022070

1. Recipient covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. Recipient further covenants that the Project will be constructed in compliance with state of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. Recipient will comply with all federal and state of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. Recipient covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Grant or any portion thereof. Recipient agrees to submit to GEFA copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of GEFA to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under GEFA. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to GEFA, with copy to Recipient within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
  - a) including qualified small and minority and women's businesses on solicitation lists;
  - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
  - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
  - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
  - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
  - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. Recipient acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. Recipient shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Grant Fund Construction Contracts."
6. Recipient certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Recipient, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this grant agreement, then Recipient shall fully disclose same to GEFA, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Recipient will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. Recipient will not discriminate against any employee or applicant for employment because of a disability. Recipient will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. Recipient will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Drinking Water State Revolving Fund Policy Guidelines, which the Recipient understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608 and/or "Build America Buy America Requirement") unless (i) the Recipient has requested from GEFA and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) GEFA has otherwise advised Recipient in writing that the American Iron and Steel Requirement or Build America Buy America Requirement is not applicable to the Project.
11. Recipient will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Drinking Water State Revolving Fund Policy Guidelines, which Recipient understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) for the Project. Recipient has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or Recipient has certified that an FSP will be developed and implemented for the portion of the treatment works in Project prior to the final disbursement of funds unless GEFA has otherwise advised the Recipient in writing that the development and implementation of an FSP is not applicable to the Project.
12. Recipient will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or GEFA such as performance indicators of program deliverables, information on costs and project progress. Recipient understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Grant in advance and/or other remedial actions.
13. Recipient shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. Recipient will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, Recipients must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Recipient who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the grant has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contact;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Recipients receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

16. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014);
  - 1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  - 2) Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  - 3) Recipient shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

**RECIPIENT AFFIDAVIT**

**Recipient:** CITY OF OXFORD

**Grant Number:** DWLSL2022070

By executing this affidavit, the undersigned Recipient verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services on behalf of the **Georgia Environmental Finance Authority** has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Recipient will continue to use the federal work authorization program throughout the contract period and the undersigned Recipient will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Recipient hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number (**E-Verify Number**)


\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Recipient

\_\_\_\_\_  
Name of Project


\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 202\_\_ , in \_\_\_\_ (city), \_\_\_\_\_(state). 

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_. 

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



**From:** [Luke McBrayer](#)  
**To:** [Bill Andrew](#)  
**Cc:** [Chad Peden](#); [Gabe Morris](#); [Isaac St.Clair](#)  
**Subject:** RE: Oxford Lead and Copper Rule Funding  
**Date:** Tuesday, January 2, 2024 4:46:08 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

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Bill,

Yes, the table you reference in Exhibit B does show the \$226,100 in the 'Engineering and Administration' row under the 'Other Contributions' column. This \$226,100 was applied for as a loan with potential principal forgiveness and was submitted last year separately from the grant application. In that loan application, we split the \$226,100 across the various categories, and we put \$40,000 in the Engineering and Admin section (see the image below as a reference). Based on the grant application that was submitted for the City, the budget shown in the 'Grant' column is correct as shown in Exhibit B. However, it looks to me that GEFA has lumped the applied-for loan amount of \$226,100 into one item instead of reflecting our loan funds budget for that application. For this grant agreement, the amounts shown in the 'Grant' column are what really matters. Based on the language in the agreement documents, the grant agreement **does not** commit you to spending what is shown in 'Other Contributions', but rather you commit to the amount for the grant only. The 'Other Contributions' amount hinges on the results from the aforementioned loan application, but GEFA has yet to release those results.

Here is a summary of the amounts we applied for in the grant and loan applications last year:

Category	City of Oxford		
	Grant	Loan	Total
Engineering and Administration	\$ 39,000.00	\$ 40,000.00	\$ 79,000.00
Service Line Investigation and Potholing	\$ 9,786.00	\$ 156,040.00	\$ 165,826.00
Devices & Equipment	\$ 8,000.00	\$ -	\$ 8,000.00
Communication & Outreach Plan	\$ 3,724.00	\$ 7,450.00	\$ 11,174.00
LSL Replacement Plan	\$ 6,000.00	\$ -	\$ 6,000.00
Contingency	\$ 7,390.00	\$ 22,610.00	\$ 30,000.00
<b>Total</b>	<b>\$ 73,900.00</b>	<b>\$ 226,100.00</b>	<b>\$ 300,000.00</b>

I would be happy to hop on a quick call and answer any questions while Isaac is gone this week.

Luke McBrayer  
Carter & Sloope, Inc.  
6310 Peake Road  
Macon, GA 31210  
Office: 478-477-3923  
Email: [Lmcbrayer@cartersloope.com](mailto:Lmcbrayer@cartersloope.com)

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**From:** Bill Andrew <bandrew@oxfordgeorgia.org>  
**Sent:** Tuesday, January 2, 2024 2:17 PM  
**To:** Isaac St.Clair <istclair@cartersloope.com>  
**Cc:** Chad Peden <cpeden@cartersloope.com>; Luke McBrayer <lmcbrayer@cartersloope.com>  
**Subject:** RE: Oxford Lead and Copper Rule Funding



**IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender bandrew@oxfordgeorgia.org**

Isaac and/or Luke and Chad,

Thanks for all the information...this does help me understand a bit. I can see they are repeatedly calling this a grant, but the budget categories and that "Other Contributions" of \$226,100 is still giving me heartburn. And, the budget does not really make sense, as I mentioned before...see Exhibit B.

Did we fulfill the data request you reference in your email (the one a couple of weeks ago)?

Bill

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**From:** Isaac St.Clair <[istclair@cartersloope.com](mailto:istclair@cartersloope.com)>

**Sent:** Friday, December 29, 2023 6:06 PM

**To:** Bill Andrew <[bandrew@oxfordgeorgia.org](mailto:bandrew@oxfordgeorgia.org)>

**Cc:** Chad Peden <[cpeden@cartersloope.com](mailto:cpeden@cartersloope.com)>; Luke McBrayer <[lmcbrayer@cartersloope.com](mailto:lmcbrayer@cartersloope.com)>

**Subject:** Re: Oxford Lead and Copper Rule Funding

Hey Bill,

I'm typing this on my phone so apologies for any typos.

I'm traveling with limited cell service this week (today through January 5th) so I'm unable to join a virtual meeting, however, I've briefly answered your questions below. If you need more information before the 5th, Luke McBrayer (copied) and Chad can join a call and answer any questions.

The \$73,900 is grant funding, however, it may be administered as a loan with 100% principal forgiveness, 0% interest, and 0% origination fee.

The \$226,100 is not required to be spent in order to receive the \$73,900. Basically, we asked GEFA for \$350,000. They allocated \$73,900 in grant funding and the remainder in loan funding. The loan funding can still have principal forgiveness, so we're waiting to see how much that is before we can give you the full picture of how much "free money" you'd receive compared to how much money you'd have to spend. The data request I sent you a couple weeks ago is what GEFA needs to



determine the principal forgiveness.

The budget items will look a bit weird since they are split between the grant and loan funding applications, but I don't think I put \$226,100 for engineering and administration. If you send us the grant funding agreement package you received we can review and confirm all the above.

The project timeline and budget categories shouldn't be a problem and can be extended/moved around.

If the grant funding package you received is worded the same way as the others I've seen, then all City Council is approving is the acceptance of the \$73,900 "loan" with 100% principal forgiveness, 0% interest, and 0% origination fee.

I hope that helps, and I hope you had a Merry Christmas and Happy Holidays! If you have any other questions or want to talk over the phone we can get you connected with Luke or Chad.

Sincerely,  
Isaac

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**From:** Bill Andrew <[bandrew@oxfordgeorgia.org](mailto:bandrew@oxfordgeorgia.org)>  
**Sent:** Friday, December 29, 2023 3:58:39 PM  
**To:** Isaac St.Clair <[istclair@cartersloope.com](mailto:istclair@cartersloope.com)>  
**Cc:** Chad Peden <[cpeden@cartersloope.com](mailto:cpeden@cartersloope.com)>  
**Subject:** RE: Oxford Lead and Copper Rule Funding

Isaac,

Could we arrange a virtual meeting on Tuesday (1/2/24) on this? I am in the office today until 5:00. I have all the grant acceptance paperwork and since this is due back to GEFA on February 1, 2024, I will need to have it on our Voting Meeting on January 8<sup>th</sup>. There are a few questions that I have:

1. Is the \$73,900 a grant and not a loan?
2. Just to confirm, we need to put in \$226,100?
3. I am confused by the budget which shows \$9,786 for Service Line Investigation and

Potholing and \$265,100 for engineering and administration... How would \$9,786 be enough to investigate our lines?

My general understanding is we are required to do this and that we have deadlines to get it done. And, there will be hopefully more money coming down the pike to pay for remediation. If you could get me info on this for the Council, that would be helpful.

Speaking of the deadlines, the Project Schedule does not seem to be attainable:



<b>ACTION</b>	<b>DATE</b>
Lead Service Line Inventory Project Commencement	JUNE 2023
Bid Opening	JANUARY 2024
Notice to Proceed	FEBRUARY 2024
Lead Service Line Inventory Project Completion	OCTOBER 2024

Bill

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**From:** Isaac St.Clair <[istclair@cartersloope.com](mailto:istclair@cartersloope.com)>  
**Sent:** Wednesday, May 31, 2023 2:06 PM  
**To:** Bill Andrew <[bandrew@oxfordgeorgia.org](mailto:bandrew@oxfordgeorgia.org)>  
**Cc:** Jody Reid <[JReid@oxfordgeorgia.org](mailto:JReid@oxfordgeorgia.org)>; Chad Peden <[cpeden@cartersloope.com](mailto:cpeden@cartersloope.com)>  
**Subject:** Oxford Lead and Copper Rule Funding

Good Afternoon Bill,

GEFA just released a draft copy of the Intended Use Plan for the Bipartisan Infrastructure Law funding for the Lead and Copper Rule Inventory projects, and I wanted to give you an update. Please note that this is a draft copy, and the funding allocations may change in the final copy. As discussed, we submitted an application on behalf of the City of Oxford for **\$350,000** for the inventory project.

The City is tentatively awarded with **\$73,900** in grant funding and was designated as “**Primary**” for principal forgiveness opportunities. This means that GEFA will be contacting the City with additional information about principal forgiveness scoring. Please be on the lookout for this email and let us know when you receive it, as the principal forgiveness allocation could substantially increase the amount of funding the City receives from GEFA. The City received a tentative interest rate of 2.63%.

We will keep you updated as we learn more.

Sincerely,  
Isaac St.Clair



**Isaac St.Clair, EIT**  
[Carter & Sloope, Inc.](mailto:Info@cartersloope.com)  
1031 Stonebridge Parkway  
Watkinsville, Georgia 30677  
Phone: (706) 769-4119  
Email: [istclair@cartersloope.com](mailto:istclair@cartersloope.com)

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**City of Oxford**  
**Invoices >=\$1,000**  
**Paid December 2023**

VENDOR	DESCRIPTION	AMOUNT
<b>RECURRING CHARGES</b>		
<b>Newton County Water &amp; Sewerage Authority</b>	Sewer Treatment Fees, 10/30/2023-11/29/2023	7,546.00
<b>Newton County Board of Commissioners</b>	Water Purchased for Resale – November 2023; Invoice #3167	21,886.00
<b>Newton County Board of Commissioners</b>	Landfill fees, November 2023	1,624.00
<b>Carl Vinson Institute of Government</b>	Facilitator for 11/17/2023 City Council Retreat; Invoice #202247	2468.26
<b>Georgia Municipal Association</b>	GMEBS Life & Health Premiums, December 2023	11,776.35
<b>Municipal Electric Authority of Georgia (MEAG)</b>	Monthly Electric Purchases for November 2023	89,188.85
<b>Electric Cities of Georgia</b>	Consulting and planning services for December 2023	5,984.00
<b>U.S. Dept. of Treasury</b>	Federal Payroll Taxes, December 2023	17,134.16
<b>Courtware Solutions</b>	Licensing, support and maintenance for Municipal Court case management – November 2023	1,200.00
<b>Latham Home Sanitation</b>	Residential and Commercial Waste Removal Services November 2023	10,263.75

VENDOR	DESCRIPTION	AMOUNT
<b>PURCHASES/CONTRACT LABOR</b>		
<b>C. David Strickland, P.C.</b>	Legal services, November, 2023	3,210.00
<b>Steven A. Hathorn</b>	Municipal Court Judge services, Oct-Dec 2023	1,562.50
<b>Beryl Budd</b>	Arborist services for September and October 2023; Invoice #52	1,275.00
<b>Rushton</b>	FY 2023 audit; Invoice #54680	12,000.00
<b>Nelsnick Enterprises</b>	Water and wastewater system development charge calculation; Invoice #2023033	2,574.50
<b>Atkins North America</b>	Whatcoat Street intersection design	38,050.78
<b>Sensus</b>	20 water meter registers	1,314.11
<b>Jacks Creek Farms, LLC</b>	Purchase of twelve trees for Longstreet Circle (to be reimbursed by Georgia Releaf Grant)	2,700.00
<b>Arbor Equity</b>	Planting of trees on Longstreet Circle (to be reimbursed by Georgia Releaf Grant)	4,950.00