

**Oxford Mayor and Council**  
**Work Session**  
**Monday, January 22, 2024 – 6:30 P.M.**  
**Oxford City Hall**  
**110 W. Clark Street, Oxford, Georgia**  
**Agenda**

**1. Mayor's Announcements:**

- a. Grant Update: Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program – Adi'a Smith (NEGRC) and Bill Andrew will conduct a Public Hearing on January 25 at 6:30 PM to review the possible use of these funds. Our intention is to apply for funds to build a sidewalk and bike/pedestrian bridge over I-20 on Emory Street.
  - b. Grant Update: Improving Neighborhood Outcomes in Disproportionately Impacted Communities – Atkins Engineering is considering three routes for the \$2.2M in grant funding from the Georgia Office of Planning and Budget. The routes are: 1) E. Bonnell to Bob Williams Pkwy, 2) W. Bonnell to Cousins Middle School, and 3) Old Church Trail to Hull/Oxford Road. There will be a presentation by Atkins Engineering at the February 5 Council Meeting. We will need to vote for this at that meeting or at a Special Called Meeting soon after in order to make the grant deadlines. The City has pledged \$1.3M for this project and these funds will be the “match” for the RAISE grant.
2. **Committee Reports:** The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, Sustainability Committee and The Old Church Venue Committee will update the Council on their recent activities.
  3. **\*FY 2023 City of Oxford Audit Report:** This report will be presented by Samuel Latimer, CPA, CFE with Rushton Accounting and Business Advisors.
  4. **\*City of Oxford Media Productions Regulation, as Recommended by the Planning Commission –** The City does not currently regulate this activity.
  5. **\*City of Oxford Short-Term Rental Regulation, as Recommended by the Planning Commission –** The City does not currently regulate this use.
  6. **\*Amended Agreement for Newton County Water & Sewerage Authority (NCWSA) Sanitary Sewer Flow Study –** In addition to the flow study the NCWSA is conducting with Carter & Sloope on the Turkey Creek Basin, which we are paying \$16,840 of \$84,200 (20%), we asked if Carter & Sloope could additionally study Catova Creek. Attached is their proposal for that effort for a cost of \$16,400.
  7. **\*Oxford-Covington Wastewater Capacity Agreement –** The City of Covington is offering 18,000 gallons per day of sewer capacity in their wastewater treatment plant at a cost of \$22.00/gallon or \$396,000.00. We are still in negotiations with Archer but we currently have them agreed to pay \$62,429.25 for water and \$462,000.00 for 38,500 gpd of sewer (\$12.00 per gallon). Future capacity for Archer would be at \$27.53/gallon or whatever the going rate will be.
  8. **\*Transfer of Funds to Georgia Fund 1 Account:** To limit funds in low interest-bearing accounts, we are requesting a transfer of funds. Please see the accompanying memo from Ms. Brooks.
  9. **\*City Hall Landscape Plan:** We have received two bids for a more sustainable landscape plan for the area around City Hall, please see attached.

10. **\*FY 2024 Capital Budget Amendments:** These budget amendments are being suggested so the City can combine the first and second year of paving projects. This will lower mobilization costs and provide for higher volumes and thus encourage lower unit pricing.
11. **Other Business:**
12. **Work Session Meeting Review:** Mayor Eady will review all the items discussed during the meeting.
13. **Executive Session:** An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.

\*Attachments

# AUDIT REPORT

## City of Oxford, Georgia

PRESENTED BY: Samuel Latimer, CPA, CFE

*For the fiscal year ended June 30, 2023*



*January 22, 2024*



ACCOUNTING & BUSINESS ADVISORS | CERTIFIED PUBLIC ACCOUNTANTS

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# Audit Opinion

## Unmodified Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of the City of Oxford, Georgia, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows for the fiscal year then ended.

## City of Oxford, Georgia's Responsibilities

The financial statements are the responsibility of the City of Oxford, Georgia's management.

## Rushton's Responsibilities

As independent auditors for the City of Oxford, Georgia, our responsibility is to express opinions on the fair presentation of the financial statements

## Auditing Standards

We audited the City's financial statements in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States.



# Government-Wide Statements

These statements provide the reader with information on the City as a whole, using the full accrual basis of accounting. Columns for the governmental activities, the business-type activities, and the Downtown Development Authority component unit.

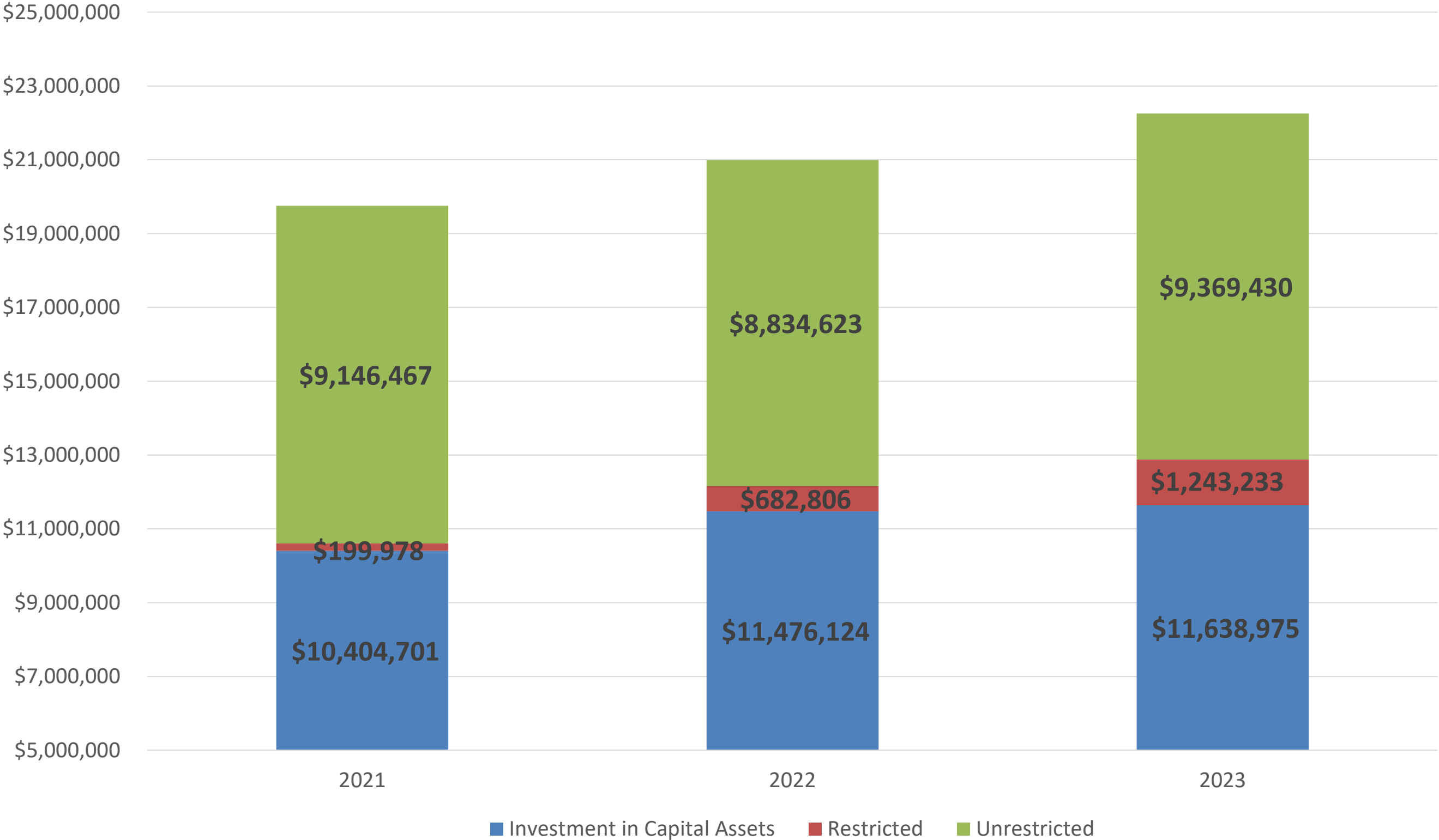
Statement of Net Positions- Page 15-16

- Presents the assets, liabilities, and residual net position of the City

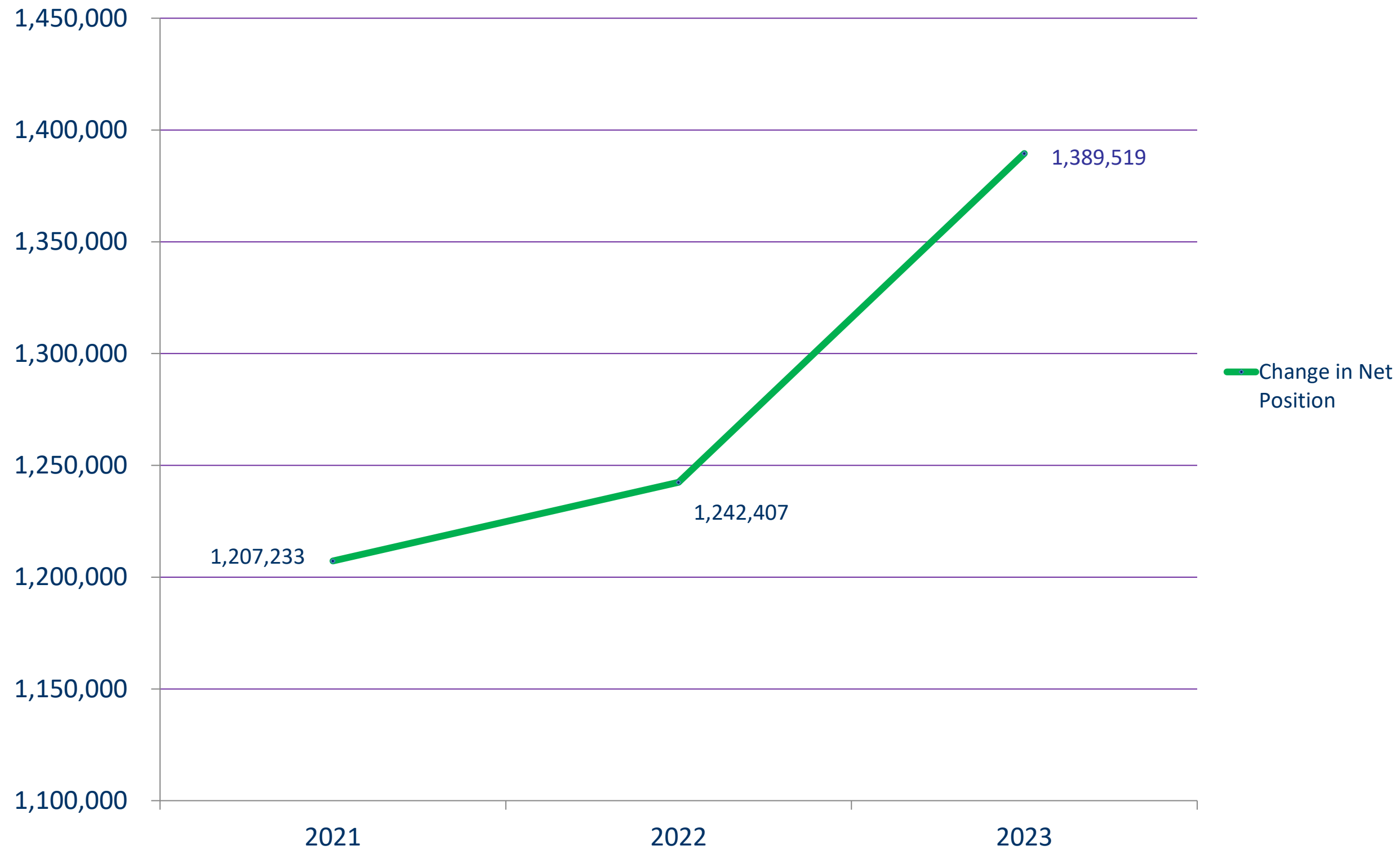
Statement of Activities- Page 17

- Presents the results of operations of the City

# Government Wide Net Position - Last 3 Fiscal Years

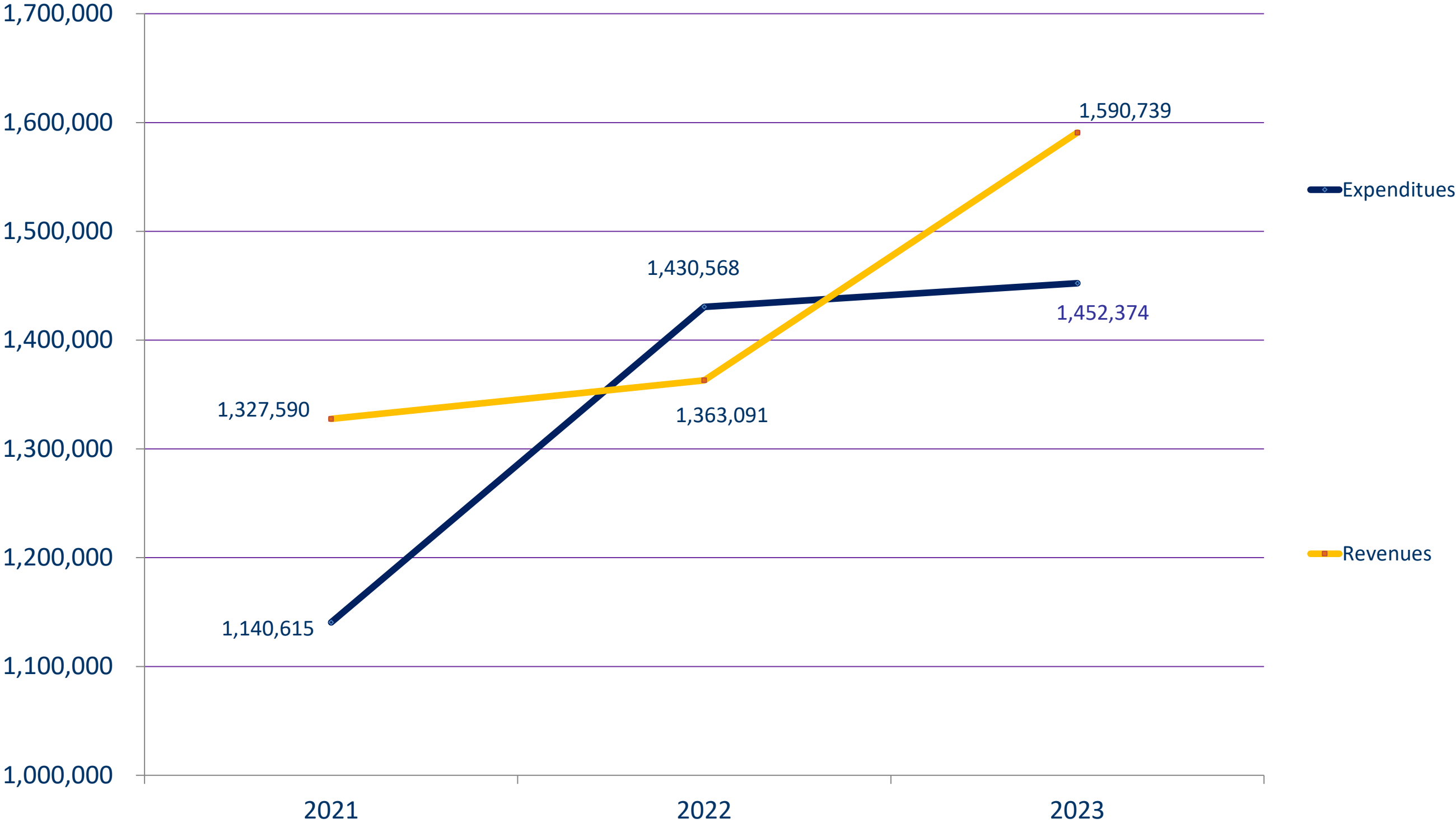


# Change in Net Position - Last 3 Fiscal Years

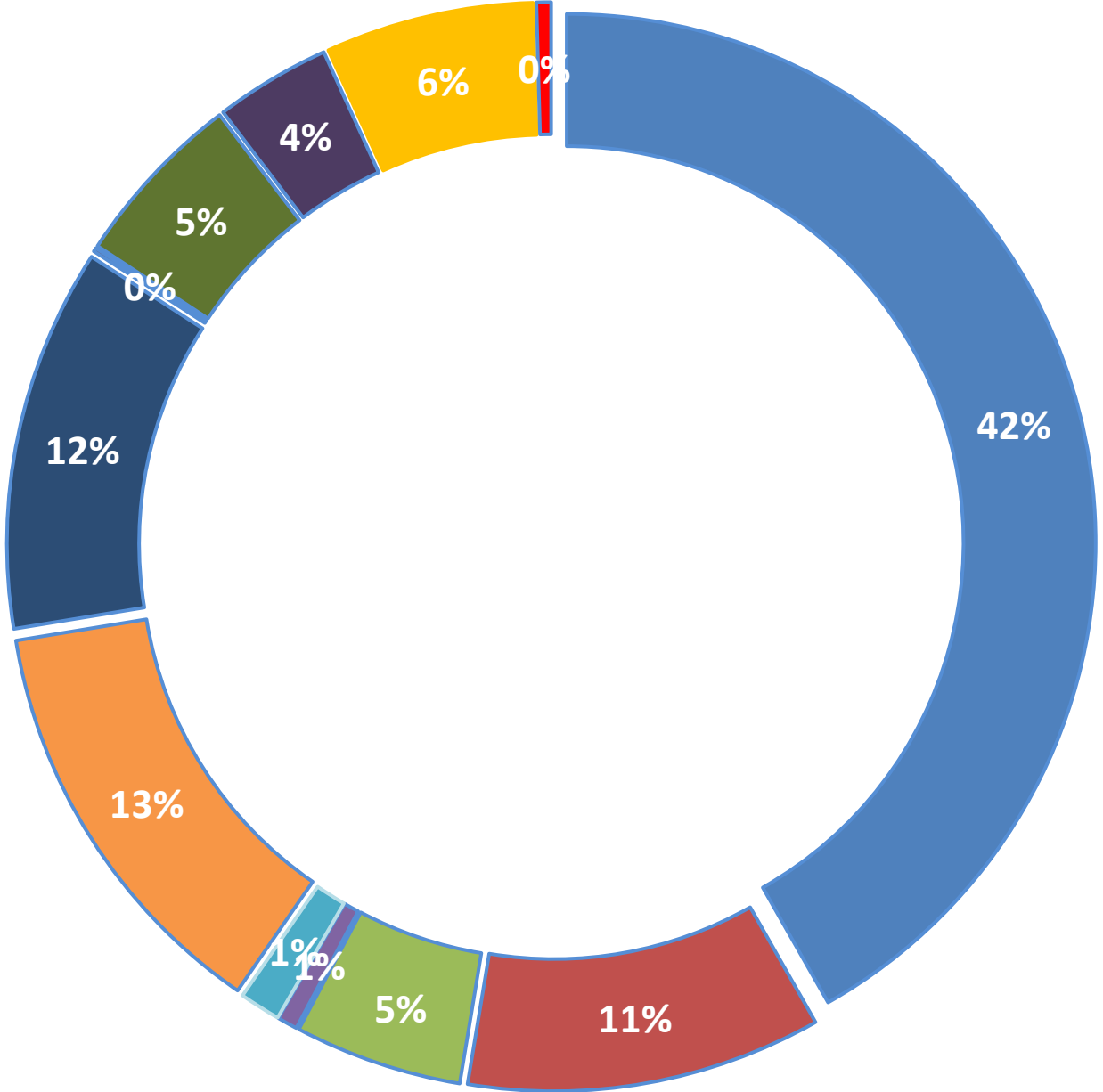




# General Fund - Last 3 Fiscal Years

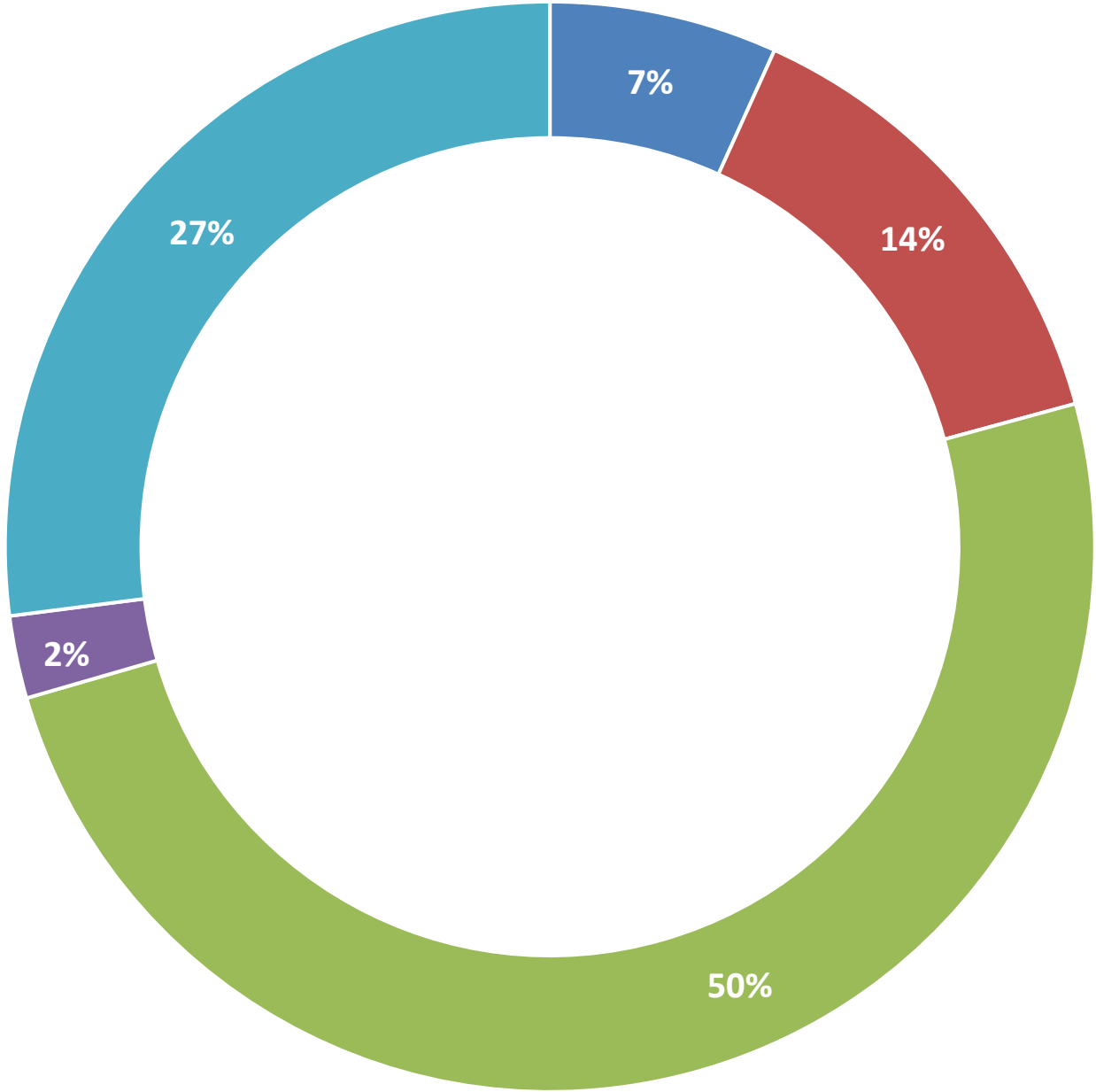


# General Fund – Revenues by Source



- Local Option Sales Tax
- Property Taxes
- Fines & Fees
- Licenses & Permits
- Other Taxes
- Title Ad Valorem Tax
- Insurance Premium Tax
- Transfers from Other Funds
- Investment
- Franchise Tax
- Other
- Charges for Services

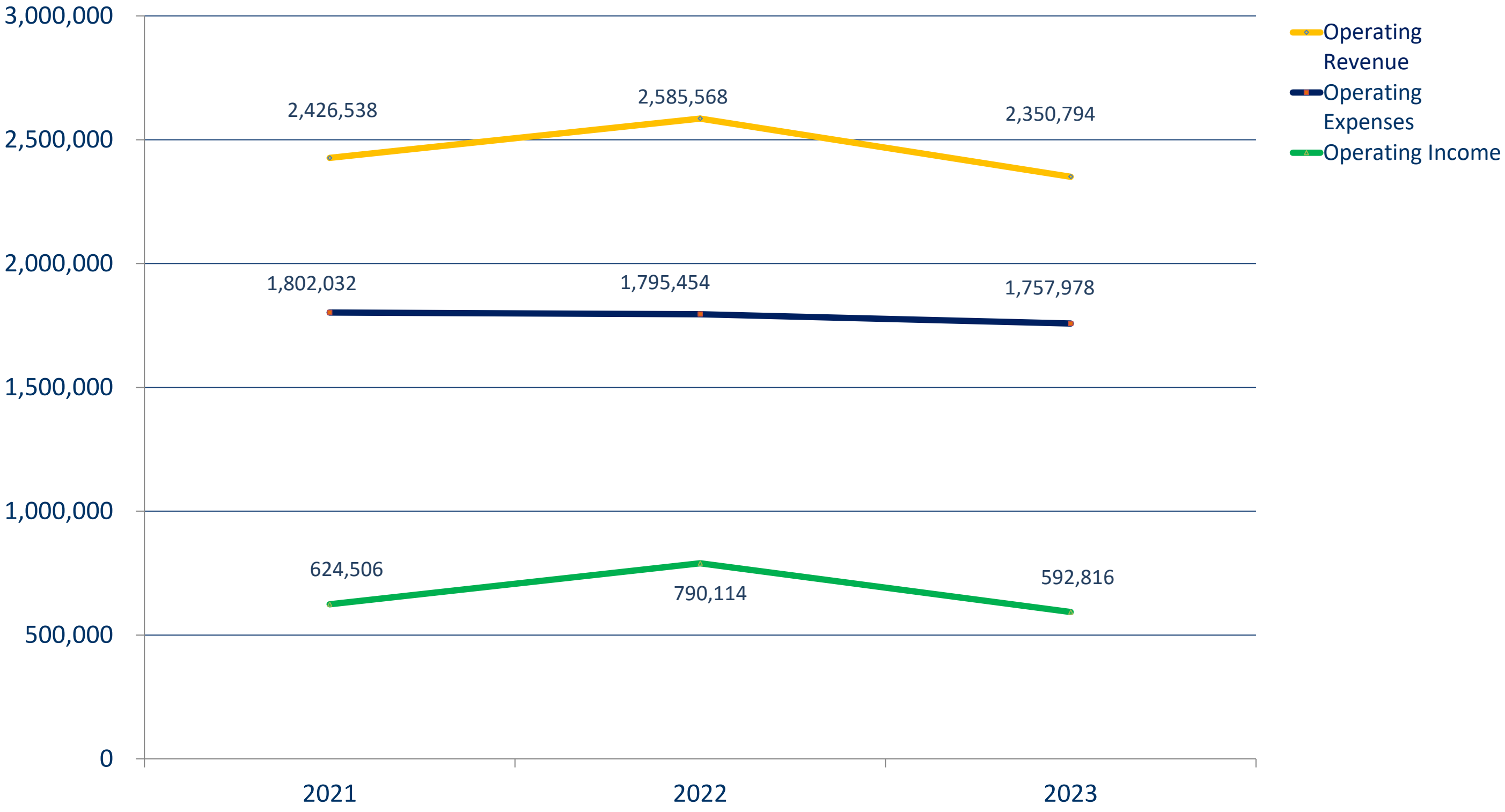
# General Fund - Expenditures by Function



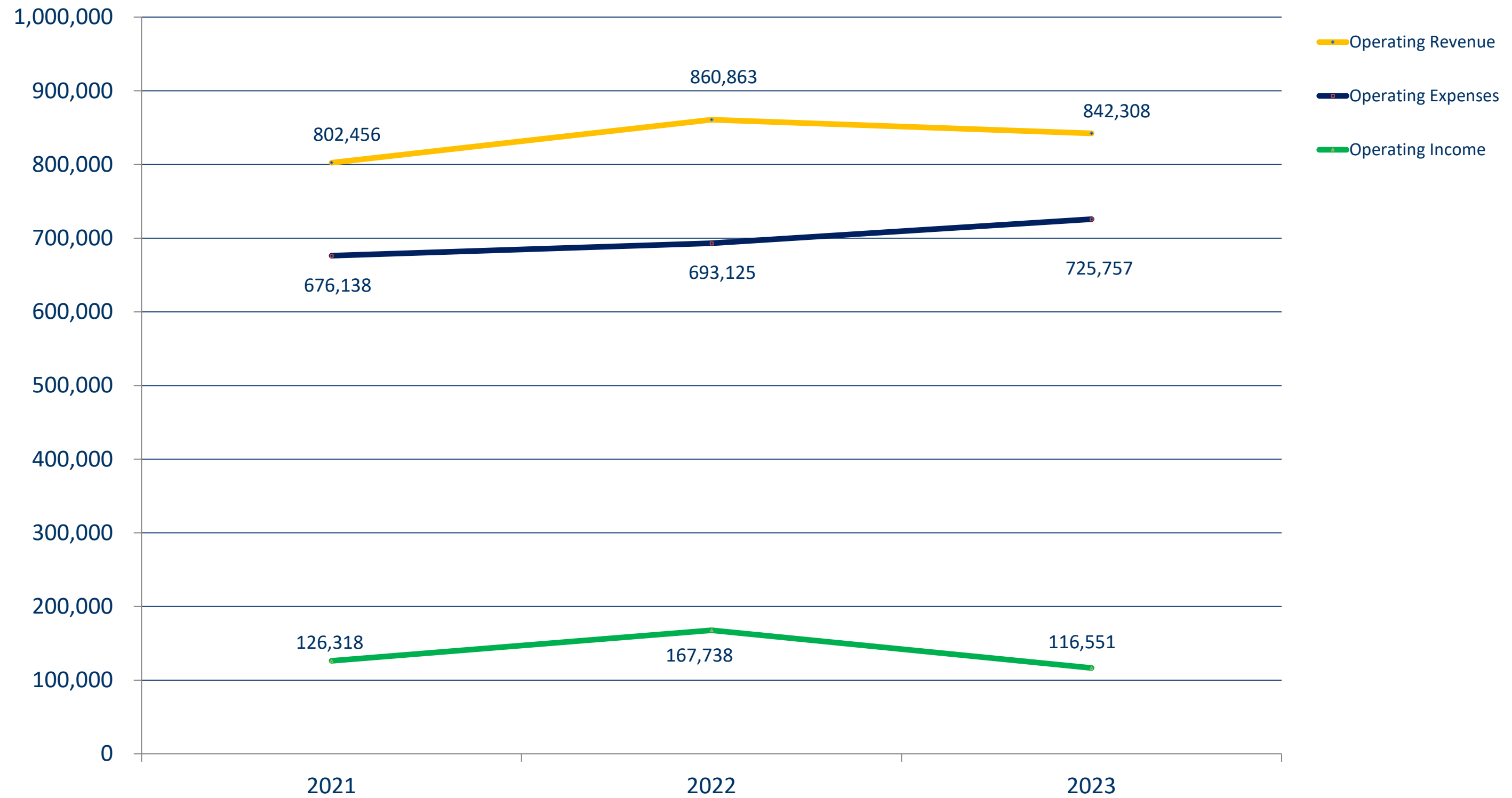
■ Culture and Recreation   ■ Public Works   ■ General Government   ■ Judicial   ■ Public Safety

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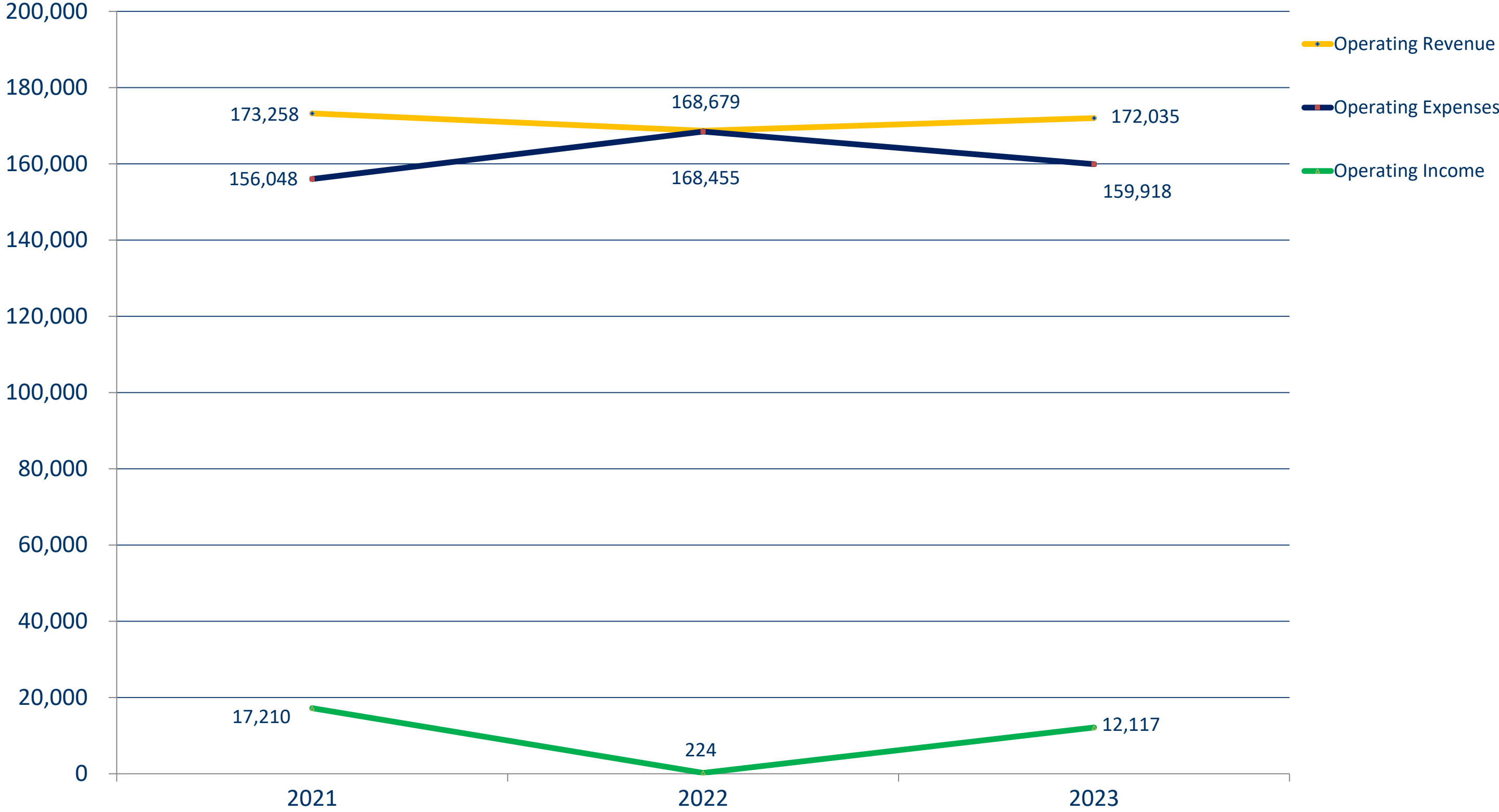
# Electric Fund - Last 3 Fiscal Years



# Water and Sewer Fund - Last 3 Fiscal Years



# Solid Waste Fund - Last 3 Fiscal Years



# Report on Internal Control and Other Matters

In accordance with *Government Auditing Standards*, we have issued our report on our consideration of the City of Oxford, Georgia' internal controls and our tests of compliance.

This report describes the scope of our testing of internal control and compliance, and the results of that testing, but is not intended to provide an opinion on the internal control or compliance

Audit findings with management's responses can be found on pages 71-74.



# Current and Future Report Changes



## GASB 96

The Governmental Accounting Standards Board (GASB) has issued Statement No. 96, *Subscription-Based Information Technology Arrangements*. The City has implemented this standard for the fiscal year ended June 30, 2023.

The statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITA) for end-users (governments). The statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*.



# Current and Future Report Changes



## GASB 101

The Governmental Accounting Standards Board (GASB) has issued Statement No. 101, *Compensated Absences*. Effective for the City of Oxford, Georgia for fiscal year ending June 30, 2025.

The statement replaces GASB Statement No. 16, *Accounting for Compensated Absences*. The goal of the standard is to create a more consistent model for accounting for compensated absences that can be applied to all types of compensated absence arrangements. The new standard also removes the current requirement to disclose both the gross additions and deductions to the liability.

# Contact Information



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**QUESTIONS?**

# City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

## **Definitions**

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

*Applicant* shall mean the individual, organization, corporation, or any other entity that is ultimately responsible for the filming that is the subject of a permit application.

*City media coordinator or coordinator* shall mean the Oxford City Manager or designee employee to be the City's point of contact with media productions, and to assist in coordinating, permitting and authorizing process for the City.

*Media production* shall mean all activity attendant to staging or shooting (videotaping or filming) commercial motion pictures, television shows, programs or commercials, and to the taking of single or multiple photographs for sale or use for a commercial purpose where the photographer sets up stationary equipment on public or private property or the public right-of-way in any one location for longer than five (5) consecutive minutes.

## **Notification, Permit, and Authorization**

- (a) No person shall use any public right-of-way, or any public property or facility for the purpose of producing, taking or making any commercial motion picture, television or photographic production, without notification to the City and receipt of a permit issued pursuant to the provisions of this article.
- (b) No person shall use any private property, facility or residence for the purpose of producing, taking or making any commercial motion picture, television or photographic production, without notification to the City and authorization issued pursuant to the provisions of this article.

## **Exemptions**

The provisions of this article shall not apply to the following:

- (1) Current news productions, which includes reporter, photographers or camera persons in the employment of a newspaper, news service, broadcasting station or similar entity engaged in the broadcasting of a news event.
- (2) Productions which are conducted by the Newton County and the municipalities in the county, the county board of education, or other governmental agencies as approved by the Oxford City Council.
- (3) Student filming.

## **Application**

- (a) Any person desiring a permit or authorization under the provisions of this article shall make application on forms provided by the City media coordinator at least ten (10) working days prior to any filming activity taking place. The form must be signed and accompanied by all required fees, deposits, hold harmless agreements and insurance certificates required by this article before it will be processed. If the application satisfies the criteria of this article, the permit or authorization shall be issued within ten (10) working days of submittal.

## City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

- (b) Any person seeking to apply for a permit or authorizations under the provisions of this article may submit a completed application to the coordinator fewer than ten (10) working days prior to any filming activity, provided that such application shall be accompanied with an additional \$500.00 rush fee, which shall be nonrefundable. No application may be submitted to the coordinator later than one (1) full business day in advance of the effective date of the requested permit. The coordinator may refuse to accept an application submitted fewer than ten (10) working days prior to any filming activity and may deny an application accepted for processing that was submitted fewer than ten (10) working days prior to any filming activity when, in the reasonable discretion of the coordinator, the processing of the application is not feasible.
- (c) At a minimum, the applicant shall provide the following information:
  - (1) Applicant's contact information, including the name and phone number for a 24-hour contact person.
  - (2) Project information including the filming locations, dates and time.
  - (3) Description of proposed parking arrangements for vehicles and equipment.
  - (4) Description of the type of sound equipment to be used and the timing of the use of amplified sound.
  - (5) Information on any special effects to be used. A fire watch may be required by the Newton County fire service.
  - (6) Details of planned road closures, including required detours and traffic control plans. Emergency vehicle access shall be maintained at all times. Road closures may require on-duty POST certified law enforcement officers on site as determined and directed by the City of Oxford Police Chief or designee, at the production company's expense.
  - (7) Applicant's security plan. If necessary to address public safety considerations, the applicant may be required to hire off-duty POST certified law enforcement officers as determined and directed by the City of Oxford Chief of Police or designee.

### **Fees**

Each application shall be accompanied by a basic application fee of \$250.00 and any other fees in accordance with the fee schedule. All fees shall be nonrefundable.

### **Issuance of Permit, Authorization, and/or Conditions**

- (a) The coordinator or designee shall issue a permit or authorization as provided for in this article when, from a consideration of the application, and from such other information as may be otherwise obtained, the coordinator, after consultation with the Oxford Chief of Police or designee, the Newton County Fire Service, City of Oxford Public Works Department, finds that:
  - (1) The conduct of such activity will not unduly interfere with traffic or pedestrian movement, endanger public safety, residential or commercial property access, and that no streets will be completely closed to traffic for an unreasonable period of time;
  - (2) The conduct of such activity will not preclude a property or business owner access to his/her/their property without prior permission being granted by such owner;

City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

- (3) The conduct of such activity will not unduly interfere with normal governmental or city operations, threaten to result in damage or detriment to public property, or result in the city incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant; and,
  - (4) The conduct of such activity will not constitute a fire hazard or any other type of hazard and all safety precautions will be taken as determined by the heads of the aforementioned departments or his/her/their designees.
- (b) Notwithstanding the above, the coordinator may deny an application if:
- (1) The applicant production company owes an outstanding debt to the city;
  - (2) The applicant production company previously caused significant damage to city property and failed to adequately repair the damage or reimburse the city for repair or restoration; or
  - (3) The applicant previously violated a city ordinance or other applicable federal, state, or Newton County laws in connection with filming activity.
- (c) The decision of the coordinator to issue, conditionally issue, or deny a permit or authorization shall be final unless appealed in writing within five (5) working days of the decision to the City of Oxford Mayor. The Mayor will render a decision to issue, conditionally issue or uphold the denial of a permit or authorization within two (2) days of the appeal. The decision of the Mayor will be final.
- (d) When more than one permit application is received for filming at the same location at the same time, and the coordinator reasonably determines both productions cannot occur, the first complete application that is received by the city shall receive priority as to the requested location and time. The coordinator shall make reasonable efforts to accommodate any other applications to identify alternative suitable filming locations and times. Any fees paid by an unsuccessful applicant due to the unavailability of a requested filming location shall be fully refundable, notwithstanding any provision in this article to the contrary.

**Cost of Additional Services**

If deemed necessary, additional law enforcement, code enforcement, fire, and other city/county services shall be required for the purpose of protecting, assisting and regulating the proposed activity. The reasonable cost of providing such additional services shall be paid in advance to the city/county by the applicant.

**Insurance**

- (a) Applicant agrees to maintain the following insurance for any permit to film on city property, utilize city right-of-way, or utilize city vehicles or equipment:

	<i>Coverage</i>	<i>Limit</i>
1.	Worker's compensation	
	Statutory benefits (coverage A)	Statutory

City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

		\$500,000.00 each accident
	Employers' liability (coverage B)	\$500,000.00 disease/employee
		\$500,000.00 disease/policy
2.	Automobile liability	
	Owned vehicles	\$1,000,000.00
	Non-owned vehicles	\$1,000,000.00
	Hired vehicles	\$1,000,000.00
3.	Commercial general liability	
	Aggregate limit	\$2,000,000.00
	Each occurrence limit	\$1,000,000.00
	Products/completed operations	\$1,000,000.00
	Personal/advertising injury	\$1,000,000.00
	Damage to rented premises	\$100,000.00
	Medical payments	\$5,000.00

- (b) All insurance shall be provided by an insurer acceptable to the city, and shall name the city as an additional insured on the general liability, auto liability. The applicant shall include a certificate or policy of insurance evidencing compliance with these requirements.

## City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

### Hold Harmless Agreement

The applicant shall execute an indemnification and hold harmless agreement as provided by the city prior to the issuance of any permit.

- (1) The applicant shall maintain a copy of the permit or authorization on-site at all times.
- (2) The applicant shall comply with any and all conditions or restrictions the city may impose as a condition to issuing a permit or authorization. No changes in conditions or restrictions shall be made without first obtaining written approval of the coordinator, which approval shall not be unreasonably withheld.
- (3) The applicant shall have nonexclusive use of city facilities unless otherwise granted in writing.
- (4) The city and its agents are not responsible for disturbances caused during film activities.
- (5) Filming in residential areas.
  - a. Filming shall be conducted between the hours of 9:00 AM and 10:00 PM. All set up, filming and take down shall occur during these hours unless all residents within 200 linear feet of the filming location are notified and compensated by the applicant at a rate of \$50.00 per each day of film activity. No exceptional activities such as pyrotechnics or explosions shall be conducted between 10:00 PM and 9:00 AM.
  - b. Impacted residents shall be notified in writing at least three (3) days in advance of filming of any road closures and shall be compensated by the applicant at a rate of \$100.00 per day for his/her/their inconvenience. Such notification shall include information regarding the relevant filming location, as well as the use of any special effects.
  - c. If a resident is otherwise affected by the filming, compensation will be decided between the filming company and the owner of the residential property.
- (6) Filming in business areas.
  - a. Impacted businesses shall be notified in writing at least three days in advance of any filming that may impede customer access to such businesses. If customer access to a business is directly impeded during business hours, the business owner shall be compensated by the applicant at a rate of \$200.00 per day for filming activity, including set up, filming and take down.
  - b. If a business is otherwise affected by the filming, compensation will be decided between the filming company and the business owner.
- (7) Permits are not transferable.
- (8) Permit modifications.
  - a. All filming activity shall be confined to the locations, times, and conditions specified in permit.
  - b. Any applicant seeking to modify a previously issued permit shall submit such request to the coordinator in writing no later than one (1) full business day in advance of the effective date of a permit.
  - c. There shall be no additional application fee associated with modifying a permit when, in the reasonable discretion of the coordinator, the requested modification is not material. For the purposes of this article, the term "material" change means that the processing of the requested change will result in the expenditure of city staff time or services that is more than de minimums.



## City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

- d. Where an applicant requests a material modification to a filming permit at least three (3) days in advance of the effective date of such permit, there shall be no additional application fee for the processing of such modification.
- e. Where an applicant requests a material modification to a filming permit fewer than three (3) days in advance of the effective date of such permit, the applicant must pay a \$500.00 rush fee for the processing of such modification.
- f. Where an applicant notifies the city at least three (3) days in advance of the effective date of a permit of a modification or cancellation resulting in the decrease or elimination of fees for filming in a city facility, the applicant shall be entitled to a refund of 50 percent of the relevant facility fee.
- g. Any request to modify a permit that results in additional fees shall be accompanied by payment for any applicable fees at the time of the submission of the request.
- h. Special effects, fire, explosives, and similar devices. No filming involving the use of fire, explosives, pyrotechnics, smoke machines, or other similar special effects may be permitted unless specifically approved by the Newton County fire service. If, in the reasonable discretion of the fire service, a fire watch is required, the applicant shall be responsible for paying fees for the supervision of any film activity involving fire, explosives, pyrotechnics, smoke machines, or other similar special effects by a county firefighter.
- i. The applicant shall not remove, cut, trim, or otherwise alter the vegetation on city land in connection with any filming activity unless specifically authorized in writing.
- j. Security. The applicant's security plan is subject to approval by the City of Oxford Sheriff. If necessary to address public safety considerations or the security of city facilities, the applicant may be required to hire off-duty POST certified law enforcement officers as determined and directed by the Sheriff.
- k. In advance of the issuance of any permit, the coordinator may schedule a meeting with the applicant and any applicable city department heads, or in the absence of any department head, his/her/their designee. Participation may be in person or via teleconference. Such meeting shall occur to coordinate the approval of any filming activity and to determine any additional requirements necessary for the approval of the permit application. The city reserves the right to require any additional reasonable requirements identified by the coordinator or any city department heads, or in the absence of any department heads, his/her/their designee, to address concerns regarding filming activities.

### **Cleanup/Restoration**

- (a) For filming on city owned property, the applicant shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use, maintenance of the area and the cleanup of trash and debris. The areas used shall be cleaned of trash and debris to city's satisfaction within two (2) hours of the completion of the activity or within such other time established in the permit. The applicant shall be responsible for restoring any area damaged or disrupted before leaving the site, reasonable wear and tear excepted. If, after notice and a reasonable opportunity to provide repairs, the site is not repaired or restored to the city's reasonable satisfaction, the city shall have the necessary restoration and/or repairs performed and shall bill the applicant for any reasonable costs incurred by the city. The applicant shall reimburse the city for the reasonable cost of such work within thirty (30) days of receipt of the invoice.
- (b) The applicant shall be responsible for repairing damage to any public right-of-way to the satisfaction of the city, as determined in the city's reasonable discretion.
  - (1) Upon issuance of a permit to an applicant, the city grants to the applicant the following rights with respect to the filming location ("premises") specified in the permit application:

## City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

- a. To enter and remain upon the premises with personnel, equipment and sets for the sole and express purpose of recording and photographing (still or moving) scenes live or on tape, film or by any other process on the premises during the term specified in the permit.
  - b. To photograph (still or moving) and record the exterior and interior of buildings, ("buildings") and other structures ("structures"), including, but not limited to, signs, furniture, and pictures contained in or on such buildings and/or structures, which are on the premises and to photograph (still or moving) and record any animals on the premises.
  - c. To change the location of and/or replace furnishings in buildings located on the premises for the purpose of photographing (still or moving) and recording scenes pursuant; provided however, that production company shall return and put back all such furnishings to their rightful place prior to vacating the premises.
  - d. To use the name of the premises and/or the name of any buildings or structures located on the premises or to represent each of the foregoing as another real or fictional location, or use a fictional name, in connection with the applicant's use of the recordings and photographs (still or moving).
  - e. To construct and photograph a set duplicating all or part of the premises and buildings or structures (including but not limited to, any signs or any interiors of buildings and structures).
  - f. To use all recordings and photographs (still or moving) made by the applicant pursuant to the permit in all media now known or hereafter devised throughout the universe, in perpetuity, including the in-context advertising and promotion of the project and customary in-context clip licensing and freely assign such rights.
  - g. To remove any and all of its sets, structures, and other materials and equipment from the premises upon completion of the term of this agreement.
- (2) Nothing in this article shall be interpreted in any way to limit the police power of the city.

## CITY OF OXFORD – SHORT-TERM RENTAL ORDINANCE

### **Intent**

The intent of this ordinance is to implement rationally based, reasonably tailored regulations to mitigate impacts created by short-term rental units, to protect the integrity of Oxford's neighborhoods, and promote the general welfare and safety of Oxford residents and visitors.

### **Definitions**

*Code Compliance Verification Form:* A document executed by a short-term rental owner certifying that the short-term rental unit complies with applicable zoning, building, health and life safety code provisions. No person shall allow occupancy or possession of any short-term rental unit if the premises is in violation of any applicable zoning, building, health or life safety code provisions.

*Dwelling:* A building or portion of a building arranged or designed to provide living quarters for one or more persons living as a single housekeeping unit. For the purposes of this definition, a dwelling shall include only those located in City of Oxford zoning districts in which single-family detached dwellings are permitted, and the following dwellings are excluded: multi-family dwelling, condominium units, townhouses, apartments, manufactured homes, hotels or other structures designed for lodging or transient residence, bed and breakfast inns, institutional residential living and care facilities, group personal care homes, or other lodging uses which are provided incidental to other services, such as health care.

*Short-term Rental (STR):* An accommodation for transient guests where, in exchange for compensation of any type or amount, a dwelling (or portion thereof) is provided for lodging for a period of time not to exceed thirty (30) consecutive days and not to exceed a total of 180 days in any calendar year.

*Short-term Rental Agent:* A person designated by the owner of a dwelling provided for short-term rental on the short-term rental certificate application as the Short-term Rental Agent (such person shall be the owner of such dwelling, except on a temporary basis). Such person must be 18 years of age or older, be available for and responsive to contact at all times, and be present at a location within the City for purposes of transacting business.

*Short-term Rental Occupants:* Guests, tourists, lessees, vacationers or any other person who, in exchange for compensation, occupies a dwelling (or portion thereof) for lodging for a period of time not to exceed thirty (30) consecutive days.

## **Eligible Properties**

Single-family detached dwellings eligible for utilization as a short-term rental must be the primary residence of the applicant. Primary residency shall mean occupancy of the dwelling by such resident for at least 183 days of each calendar year as the primary residence of such resident.

Either the principal residential structure, an accessory structure, or guest house on the property may be utilized as a short-term rental; however, only one structure may be utilized as a short-term rental at any given time. In either case, a portion of the structure or the entirety of the structure can be utilized as a short-term rental.

## **Short-Term Rental Certificate**

No person shall offer for rent and/or receive compensation for a short-term rental, as defined above, without first obtaining a short-term rental certificate from the designated representative of the City of Oxford and agreeing to comply with the regulations contained in this ordinance. No short-term rental certificate issued under this ordinance may be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

An inspection is required by a designated City of Oxford employee prior to any certificates being issued and an annual inspection may be required at the time of annual renewal.

## **Application for Short-Term Rental Certificate**

Applicants for a short-term rental certificate shall submit, on an annual basis, an application for a short-term rental certificate to the Oxford City Clerk. The application shall be furnished on a form specified by the Oxford City Manager, accompanied by a non-refundable application fee in the amount of \$45.00. Such application should include:

1. The name, address, telephone and email address of the owner(s) of record of the dwelling for which a certificate is sought;
2. The address of the dwelling to be used as a short-term rental;
3. The number and location of parking spaces allotted to such dwelling;
4. The name, address, telephone number and email address of the short-term rental agent (who shall be the owner except on a temporary basis), which shall constitute such agent's 24-hour contact information;
5. The owner's sworn acknowledgement that such owner has received a copy of this ordinance, has reviewed it and understands its requirements;
6. The owner's agreement to use such owner's best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and

7. Any other information that the City of Oxford requires the owner to provide to the City as part of an application for a short-term rental certificate. The City Manager or his or her designee shall have the authority to request and obtain additional information from the applicant as necessary to achieve the objectives of this ordinance.

Attached to and concurrent with submission of the application for short-term rental certificate, the owner shall provide:

1. The owner's sworn Code Compliance Verification Form;
2. Proof of the owner's ownership of the short-term rental dwelling;
3. Proof of insurance, including general commercial liability insurance in an amount of at least \$1,000,000 per occurrence; **(other types and coverage amounts?)**
4. A written certification from any short-term rental agent that he or she agrees to perform the duties outlined below;
5. A written exemplar agreement, which shall consist of a sample of the document to be executed between the owner and each short-term rental occupant(s) containing the following provisions:
  - a) The occupant(s)' agreement to abide by all of the requirements of this ordinance, any other City of Oxford ordinances, state and federal law and acknowledgement that his or her rights under the agreement may not be transferred or assigned to anyone else;
  - b) The occupant(s)' acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the City's noise ordinance; and
  - c) The occupant(s)' acknowledgement and agreement that violation of the agreement or this ordinance may result in immediate termination of the agreement and eviction from the short-term rental unit by the owner or agent, as well as the potential liability for payments of fines levied by the City.

### **Short-Term Rental Agent**

The owner of a short-term rental unit shall designate a short-term rental agent on the application for a short-term rental certificate. The property owner shall serve as the primary short-term rental agent, except for limited periods of temporary absence for travel or other causes. The short-term rental agent shall be a natural person over age 18 years.

The duties of the short-term rental agent are to:

1. Be reasonably available to handle any problems arising from use of the short-term rental unit;
2. Appear on the premises of any short-term rental unit within two hours following notification from the City of issues related to the use or occupancy of the premises. This includes, but is not limited to, notification that of the short-term rental occupants have created unreasonable noise or disturbances, engaged in disorderly conduct or committed violations of the City's ordinances or other applicable law pertaining to

noise, disorderly conduct, overcrowding, consumption of alcohol or use of illegal drugs. Failure of the agent to timely appear for two or more complaints within a 12-month period regarding violations shall be grounds for penalties as set forth in this ordinance. This is not intended to impose a duty to act as a peace officer or otherwise require the agent to place themselves in a perilous situation;

3. Receive and accept service of any notice of violation related to the use or occupancy of the premises; and,
4. Monitor the short-term rental unit for compliance with this ordinance.

An owner may change his or her designation of a short-term rental agent temporarily from time to time; however, there shall only be one such agent for a property at any given time. To change the designated short-term rental agent, the owner shall notify the City Manager in writing of the new short-term rental agent's identity, together with all information regarding such person as required by the applicable provisions of above.

### **Grant or Denial of Application**

Review of an application shall be conducted by the City Manager or an appointed designee in accordance with due process principles and shall be granted based upon a determination that the applicant has satisfied the conditions and requirements of this ordinance, and has demonstrated the ability to comply with local, state or federal law. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications.

### **Short-Term Rental Unit Operating Principles**

A legible copy of the short-term rental certificate shall be posted within the rental unit.

The short-term rental unit owner or rental agent shall include the short-term rental certificate number in every print, digital, or internet advertisement and any property listing in which the short-term rental is advertised.

No dwelling or portion thereof shall be rented as a short-term rental for more than one hundred eighty (180) days in any calendar year.

Short-term rental units must be properly maintained and regularly inspected by the owner to ensure continued compliance with applicable zoning, building, health and life safety code provisions.

### **Short-Term Regulation Compliance Procedures**

To ensure the short-term rental unit owner's continued compliance with the intent of this ordinance, the City Manager shall notify the owner of a short-term rental unit of all instances in which nuisance behavior of a short-term rental occupant or the conduct of his or her short-term rental unit agent results in a citation for a code violation or other legal infraction.

The Oxford City Clerk shall maintain for each short-term rental location a record of all code violation charges, founded accusations and convictions occurring at or relating to a short-term rental unit. When a property owner has accumulated two code violations for a particular property within a period of 12 consecutive months, the City shall revoke any pending certificates and reject all applications for the subject premises for a period of 24 consecutive months.

If a short-term rental unit owner has been cited and found to be in violation of any zoning, building, health or life safety code provision(s), the City Manager will notify the owner of the violation(s) and immediately suspend the short-term rental certificate. Thereafter, the owner must demonstrate to the City Manager the correction of the source(s) of the provision(s) non-compliance prior to being eligible for the short-term rental certificate to be reinstated.

### **Short-Term Rental Violations and Fines**

Citations for violations of this short-term rental ordinance and any other violation of the City of Oxford Ordinances shall be forwarded to and reviewed by the City Manager.

Violations of this ordinance and its provisions may be subject to the following suggested fines and which may be combined with any other legal remedy available to the City:

1. First violation: \$500.00;
2. Second violation within the preceding 12 months: \$750.00; and
3. Third violation within 12 months of the second violation: Permanent revocation of the short-term rental certificate.

### **Short-Term Rental Appeal Process**

An owner aggrieved by the City of Oxford's decision to fine or to revoke, suspend or deny a short-term rental certificate may appeal the decision to the City Manager. The appeal must be filed with the City Manager in writing, within thirty (30) calendar days after the adverse action and it shall contain a concise statement of the reasons for the appeal.

The City Manager or appointed designee shall consider the appeal within thirty (30) days after receipt of an appeal request unless otherwise agreed in writing by the City Manager and the aggrieved party. Following a review and an investigation, the City Manager may either approve the appeal and take appropriate actions or deny the appeal.

Following a denial of appeal, the aggrieved owner may request that his/her appeal be forwarded to the City of Oxford Municipal Court for reconsideration. In such case all interested parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses before the Municipal Court. Upon consideration of all related information, the Oxford Municipal Court shall render a decision on the appeal.

Nothing in this ordinance shall limit the City from enforcement of its Code, or state or federal law or pursue any other legal remedy available to the City. Nothing in this ordinance shall be construed to limit or supplant the power of any City inspector, or other duly empowered officer under the City's ordinances, rules and regulations and the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means of proceedings.





Carter & Sloope  
CONSULTING ENGINEERS

January 12, 2024

Mrs. Laurie Ashmore, P.E.  
Newton County Water & Sewerage Authority  
11325 Brown Bridge Road  
Covington, GA 30016

RE: Newton County Water & Sewerage Authority  
Sanitary Sewer Flow Study – Turkey Creek Interceptor  
C&S File No.: N2075.041

Dear Mrs. Ashmore:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Amendment for the reference project to provide engineering services to the Newton County Water & Sewerage Authority (Client or Owner) for the **Sanitary Sewer Flow Study - Turkey Creek Interceptor**. The scope of services described below is based on our understanding of the project from discussions with the Owner’s personnel and the City of Oxford. The work will be performed as an Amendment to our original Agreement dated June 14, 2023.

**Scope of Work (Basic Services)**

**5. Additional Flow Monitoring for the City of Oxford**

Prior to commencement of the flow monitoring for the Turkey Creek Interceptor, the City of Oxford requested flow monitoring to be performed in the Dried Indian Creek sewer shed to monitor flows from their sanitary sewer collection system into the City of Covington’s. Following review of GIS for Oxford and Covington’s collection system, it was determined that two (2) additional flow monitors would be necessary. The monitoring period for these two (2) additional sites will align with the original scope of sixty (60) calendar days. The City of Oxford has confirmed that they will reimburse NCWSA for the full cost of the additional flow monitoring.

**Fee Basis**

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

<b><u>Task No.</u></b>	<b><u>Description</u></b>	<b><u>Fee Basis</u></b>
5	Additional Flow Monitoring for the City of Oxford	Lump Sum \$ 16,400
		<b><i>Total of Item 5 Inclusive: \$ <u>16,400</u></i></b>

Sincerely,



Martin C. Boyd, P.E.

MCB:jcp

Client Acceptance:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

---

**CITY OF COVINGTON**  
**(a municipal corporation created and existing under**  
**the laws of the State of Georgia)**

and

**CITY OF OXFORD**  
**(a municipal corporation created and existing under**  
**the laws of the State of Georgia)**

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**WASTEWATER TREATMENT CAPACITY**  
**RESERVATION AGREEMENT**

---

Dated: \_\_\_\_, \_\_ 2024

## WASTEWATER TREATMENT CAPACITY RESERVATION AGREEMENT

This **WASTEWATER TREATMENT CAPACITY RESERVATION AGREEMENT** (this "Agreement"), made and entered into as of \_\_\_\_\_, 2024, by and between the City of Covington ("Covington"), a municipal corporation duly created and existing under the laws of the State of Georgia, and the City of Oxford ("Oxford"), a municipal corporation duly created and existing under the laws of the State of Georgia;

### WITNESSETH:

**WHEREAS**, Covington owns and operates a wastewater treatment plant (the "Treatment Plant"); and

**WHEREAS**, Oxford owns and operates a sanitary sewer treatment and collection system; and

**WHEREAS**, Oxford desires to reserve 18,000 GPD of treatment capacity of the Treatment Plant and in exchange for this wastewater treatment capacity reservation is willing to make payments to Covington in such amounts as set forth herein; and

**WHEREAS**, Covington desires to reserve 18,000 GPD of treatment capacity of the Treatment Plant for Oxford, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

**WHEREAS**, Oxford and Covington are authorized under the Constitution and statutes of the State of Georgia to enter into this Agreement for the purposes set forth herein;

**NOW, THEREFORE**, for and in consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, Oxford and Covington do hereby agree, as follows:

### ARTICLE I

#### DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

**"Agreement"** means this Wastewater Treatment Capacity Reservation Agreement between Oxford and Covington, as it may be supplemented and amended from time to time in accordance with the provisions hereof.

"**Covington**" means the City of Covington, a municipal corporation created and existing under the laws of the State, and its successors and assigns.

"**Event of Default**" means any event specified in Section 7.1 of this Agreement.

"**Governing Body**" means, in the case of Covington, the Covington mayor and city council and, in the case of Oxford, its mayor and city council.

"**Oxford**" means the City of Oxford, a municipal corporation created and existing under the laws of the State, and its successors and assigns.

"**Person**" means natural persons, firms, joint ventures, associations, trusts, partnerships corporations, and public bodies.

"**State**" means the State of Georgia.

"**Treatment Plant**" means Covington's wastewater treatment plant, presently with a rated treatment capacity of **1.8 MGD**.

## ARTICLE II

### REPRESENTATIONS

**Section 2.1. Representations by Covington.** Covington makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. Covington is a municipal corporation duly created and validly existing under the laws of the State. Covington has all requisite power and authority under its charter and the laws of the State to reserve wastewater treatment capacity in the Treatment Plant for Oxford and to enter into, perform its obligations under, and exercise its rights under this Agreement. Covington has the power to construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate, and manage all necessary and usual facilities for the treatment and disposal of sewerage and to make contracts and to execute all instruments necessary or convenient, including contracts with respect to the use of projects which it causes to be erected or acquired. Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia of 1983 authorizes Covington to contract for any period not exceeding fifty years with any public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Covington, after making due inquiry with respect thereto, threatened against or affecting Covington in any court or by or before any governmental authority

or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any agreement or instrument to which Covington is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is Covington aware of any facts or circumstances presently existing that would form the basis for any such actions suits, or proceedings.

(c) Agreements Are Legal and Authorized. The execution and delivery by Covington of this Agreement (i) are within the purposes, powers, and authority of Covington, (ii) have been done in full compliance with the charter of the City and have been approved by the Governing Body of Covington and are legal and will not conflict with or constitute on the part of Covington a violation of or a breach of or a default under any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Covington is a party or by which Covington or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over Covington or any of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of Covington.

(d) Governmental Consents. Neither the nature of Covington nor any of its activities or properties, nor any relationship between Covington and any other Person, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of Covington in connection with the execution, delivery, and performance of this Agreement, or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect.

**Section 2.2. Representations by Oxford.** Oxford makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. Oxford is a municipal corporation duly created and validly existing under the laws of the State. Oxford has all requisite power and authority under its charter and laws of the State to reserve wastewater treatment capacity in the Treatment Plant and to enter into, perform its obligations under, and exercise its rights under this Agreement. Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia of 1983 authorizes Oxford to contract for any period not exceeding fifty years with any public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Oxford, after making due inquiry with respect thereto, threatened against or affecting Oxford in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any agreement or instrument to which Oxford is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or

thereby, nor is Oxford aware of any facts or circumstances presently existing that would form the basis for any such actions suits, or proceedings.

(c) Agreements Are Legal and Authorized. The execution and delivery by Oxford of this Agreement (i) are within the purposes, powers, and authority of Oxford, (ii) have been done in full compliance with the charter of the City and have been approved by the Governing Body of Oxford and are legal and will not conflict with or constitute on the part of Oxford a violation of or a breach of or a default under any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Oxford is a party or by which Oxford or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over Oxford or any of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of Oxford.

(d) Governmental Consents. Neither the nature of Oxford nor any of its activities or properties, nor any relationship between Oxford and any other Person, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of Oxford in connection with the execution, delivery, and performance of this Agreement, or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect.

### ARTICLE III

#### TERM OF AGREEMENT

**Section 3.1. Term.** This agreement shall become effective upon its delivery and shall be in full force and effect until midnight, December 31, 2074; provided, however, that the covenants and obligations expressed herein to so survive shall survive the termination of this Agreement, but in no event shall the term of this Agreement exceed fifty (50) years.

### ARTICLE IV

#### COVINGTON'S OBLIGATION HEREUNDER

**Section 4.1. Wastewater Treatment Capacity Reservation.** During the entire term of this Agreement Covington shall reserve in the name of and on behalf of Oxford and shall furnish Oxford not less than 18,000 GPD of the wastewater treatment capacity of the Treatment Plant or at such other fully permitted treatment facility as Covington may from time operate.

**ARTICLE V**

**OXFORD’S OBLIGATIONS HEREUNDER**

**Section 5.1. Oxford’s Payment Obligation.** Oxford shall pay to Covington in negotiable funds, on or before \_\_\_\_\_, 2024, Three Hundred Ninety Six Thousand and No/100 (\$396,000.00) Dollars in full consideration for the reservation of wastewater treatment capacity reserved to it under Section 4.1 hereof.

**ARTICLE VI**

**ASSIGNMENT**

**Section 6.1. No Assignment by City.** This Agreement may not be sold, assigned, or encumbered by Oxford without the prior written consent of Covington.

**ARTICLE VII**

**MISCELLANEOUS**

**Section 7.1. Notices.** All notices, certificates, and other communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other party:

If to Covington:                               City of Covington  
2194 Emory Street, N.W.  
Covington, Georgia 30014  
Attention: City Manager

If to Oxford:                                   City of Oxford  
110 West Clark Street  
Oxford, Georgia 30054  
Attn: City Manager

Notices under this Section 7.1 will be deemed given only when actually received.



**Section 7.2. Construction and Binding Effect.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements. This Agreement shall inure to the benefit of and shall be binding upon Covington, Oxford, and their respective successors and assigns subject, however, to the limitations contained in Section 6.1 hereof

**Section 7.3. Severability.** 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

**Section 7.4. Amendments, Changes, and Modifications.** This Agreement may not be amended, changed, modified, altered, or terminated, and the observance of any term hereof may not be waived, without the prior written consent of the Bondholder.

**Section 7.5. Execution of Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the, same instrument.

**Section 7.6. Law Governing Construction of this Agreement.** This Agreement is prepared and entered into with the intention that the law of the State of Georgia, exclusive of such state's roles governing choice of law, shall govern its construction.

**Section 7.7. Immunity of Officials, Officers, and Employees of Authority and City.** No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of Covington or Oxford contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a Governing Body, officer, or employee, as such, in his individual capacity, past, present, or future, of Covington, Oxford, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Agreement is solely a corporate obligation of Oxford and Covington payable only from the funds and assets of Oxford and Covington herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a Governing Body, officer, or employee, as such, past, present, or future, of Oxford or Covington, or of any successor corporation, either directly or through Oxford, Covington, or any successor corporation, under or by reason of any of the obligations, covenants, promises, or agreements entered into between Covington and Oxford whether contained in this Agreement or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of a Governing Body, officer, and employee is, by the execution of this Agreement and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released. The immunity of members of a Governing Body, officers, and employees of Covington and Oxford under the. provisions contained in this Section 7.7 shall survive the termination of this Agreement.

**{SIGNATURES AND SEALS TO FOLLOW}**

**SIGNATURES AND SEALS**

**IN WITNESS WHEREOF**, Covington has executed this Agreement by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of Covington to be impressed hereon and attested by its City Clerk; and Oxford has executed this Agreement by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of Oxford to be impressed hereon and attested by its City Clerk; all being done as of the day and year first above written.

**CITY OF COVINGTON**

**(SEAL)**

**By:** \_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**

**CITY OF OXFORD**

**(SEAL)**

**By:** \_\_\_\_\_  
**Mayor**

**Attest:**

\_\_\_\_\_  
**City Clerk**



## Memo

**To:** Bill Andrew, City Manager

**From:** Marcia Brooks, City Clerk/Treasurer

**Date:** January 19, 2024

**Re:** Proposed Transfer of Funds in General Operating Account

---

The Oxford City Council has recommended that we limit the amount of cash in our United Bank General Operating Checking Account at any given time to the approximate amount required to meet minimum cash obligations for two months. This amount should fall between \$600,000-\$900,000 based on established guidelines. The Council has advised that excess funds should be transferred to our Georgia Fund 1 account so they can earn interest at the level provided by this fund (yield of 5.39059 as of 12/31/2023).

Pursuant to these policies I would like to propose a transfer to Georgia Fund from the General Operating account in the amount of \$600,000, pending approval of the Mayor and City Council. After the transfer, the General Operating account would have a balance of \$803,586.51 as of 12/31/2023.

/mlb

Mayor and Council,

For informational purposes, it might be instructive to look at our Georgia Fund One account, with the proposed funding level over a five-year period. While the returns from interest are impressive, it is important to note the reduction in this return from the inflation rate.

The \$247,953 in total interest earned is reduced by \$144,472 by the inflation cost. Over 5 years, we would still be ahead approximately \$103,480.

Bill

## Interest Calculator

Initial investment	<input type="text" value="\$803,586"/>
Annual contribution	<input type="text" value="\$0"/>
Monthly contribution	<input type="text" value="\$0"/>
Contribute at the <input checked="" type="radio"/> beginning <input type="radio"/> end of each compounding period	
Interest rate	<input type="text" value="5.39059"/> %
Compound	<input type="text" value="monthly"/>
Investment length	<input type="text" value="5"/> years <input type="text" value="0"/> months
Tax rate <sup>?</sup>	<input type="text" value="0"/> %
Inflation rate	<input type="text" value="3"/> %
<input type="button" value="Calculate"/> <input type="button" value="Clear"/>	

## Results

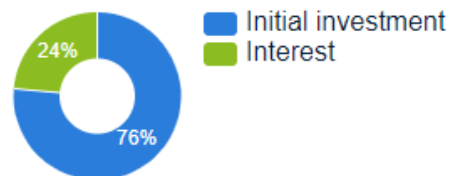
**Ending balance** **\$1,051,539.05**

Total principal \$803,586.00

**Total interest** **\$247,953.05**

Buying power of the end balance after inflation adjustment \$907,066.82

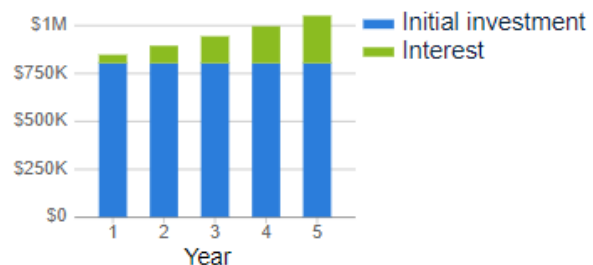
\* interest rate of 5.39059% compound monthly is equivalent to annual rate of 5.526%



## Accumulation Schedule

**Annual Schedule** [Monthly Schedule](#)

Year	Deposit	Interest	Ending balance
1	\$803,586.00	\$44,404.47	\$847,990.47
2	\$0.00	\$46,858.17	\$894,848.63
3	\$0.00	\$49,447.45	\$944,296.08
4	\$0.00	\$52,179.81	\$996,475.89
5	\$0.00	\$55,063.16	\$1,051,539.05



The cost for a design of this scale would be \$8,500 (includes mapping soil drainage analysis, mapping site sun analysis, preliminary plans for approval, plant lists, 2D, and perspective 3D plans, design review and image copies).

The site installation would be approximately \$80,000 - \$100,000.

(approx. 200'x300'x\$16 per square foot)

Please reach back out if you have any questions.

Kind regards,

Georgia Hill,

Owner, Garden Designer

**MHort (RHS) Candidate, GCLP, LEED Green Associate**

[ghill@beautyberrygardens.com](mailto:ghill@beautyberrygardens.com)

[www.beautyberrygardens.com](http://www.beautyberrygardens.com)

404.307.3135



# Shades of Green Proposal

## Site Assessment & Design & Planning

Scope of Work (Exhibit A to Service Agreement below)

### Description

### Price

#### Survey

Client to provide an as-built survey, including topographical information and trees with larger than 6" DBH, as available.

#### Site Analysis & Assessment

Site analysis of current existing conditions, including climate, landform, water, soils, predominant vegetation, wildlife, buildings, infrastructure, zones of use, roads and paths, microclimates, and aesthetics. Detailed site analysis and assessment allows for design that responds to existing conditions and works with nature, rather than against it. This includes multiple site visits from our team, as needed.

#### Conceptual Master Plan

Presentation of existing conditions and conceptual site layout of areas to be developed, particularly water system, planting areas, paths and/or trails, and any desired hardscaping elements.

#### Planting Plan

Detailed rendering of planting areas around perimeter of City Hall. Proposed hardscaping materials and site notes, as needed.

#### Species List

Plant list of genus, species, recommended cultivars, and specified quantity and size.

#### Budget Preparation & Value Engineering

Preliminary budgets for first phase of installation according to client priorities. This step includes value engineering design elements to get to the desired Phase 1 install budget so we can schedule the installation. We'll complete this step after we receive payment of the final 40% invoice at the completion of the planning process.

### Proposal Subtotal

\$3,367.00

**Total**

**\$3,367.00**

## City of Oxford FY 2024 CIP Budget Amendments

### Street Repairs and Resurfacing

The Oxford City Council voted in March to include the first two years of the 5-year roadwork schedule in FY 2024. However, the funds were not included in the FY 2024 Capital Budget to do this. The purpose of this budget amendment is to allocate adequate resources to perform the two years of work in FY 2024.

The total cost to perform two years of roadwork is 1,231,690. A total of \$603,726 was budgeted for roadwork in FY 2024.

Capital Projects    575,226

LMIG Funds        28,500

The City will actually have 80,000 available in LMIG funds when the grant for FY 2024 is received (3 years). This brings the total already available to 655,226, leaving 576,464 needed to cover two years of roadwork.

### **Proposed Roadwork Budget Allocations for FY 2024**

<b>Source</b>	<b>Amount</b>	<b>Description</b>
Capital Projects	575,226	(already budgeted)
LMIG Funds	80,000	(28,500 budgeted + two additional years)
Electric Vehicle Charging Station	15,000	Reallocate within Capital Projects
Dried Indian Creek Restoration and Greenway Trail	125,000	Reallocate within Capital Projects
E. Clark Street Improvements	17,854	Reallocate within Capital Projects
Fencing Around Maintenance Facility	35,000	Reallocate from Capital Projects (25,000) and Electric Capital Projects (10,000)
2017 SPLOST	282,146	Allocate the remaining balance in original Transportation authorization (207,146) and reallocate 75,000 budgeted for Police Vehicle from Excess Collections. Reallocate Police Vehicle to SPLOST 2023 budget.
2023 SPLOST	101,464	Allocate
<b>Total Cost</b>	<b>1,231,690</b>	Two years of roadwork from 5-year plan

### Grounds Maintenance Equipment

The FY 2024 Capital Budget included a line item for an electric lawnmower at an estimated cost of \$35,000. However, after evaluation of available models, the City Council approved purchase of a gasoline mower at a cost of \$12,944.00. This correction only changes the description in the budget from Electric Lawnmower to Gasoline Lawnmower. The remaining balance will be reserved in the event that another mower must be purchased in FY 2024.

### Vehicles

The Utilities and Maintenance Superintendent's vehicle was scheduled for replacement in FY 2023. However, the City Council evaluated alternative fuel vehicle options. The decision to purchase a new gasoline vehicle was made in FY 2024, however the FY 2024 Capital Budget did not reflect this purchase. The vehicle cost was paid from the Electric Capital account. The total cost was 41,395.98 (vehicle + toolbox + decal). This item needs to be added to the FY 2024 Capital budget.

### Police Radios

The cost of the county's new police radios has been included in budgets for several years. However, it was not carried forward to the FY 2024 budget. The estimated cost (50,000) needs to be added. This cost is allocated from SPLOST 2023 Public Safety funds.

The complete list of amendments addressing the funding changes above follows.

<b>Account</b>	<b>Original Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
350-4600-541404-510 – Electric Vehicle Charging Station	15,000	-15,000	0
350-6200-117100-001 – Dried Indian Creek Restoration and Greenway Trail	2,125,000	-125,000	2,000,000
350-4200-541200-004 – E. Clark Street Improvements	17,854	-17,854	0
322-4200-541400-000 – 2017 SPLOST Transportation (E. Clark Street Improvements)	207,146	-207,146	
350-4600-541200-001 – Fencing Around Maintenance Facility (Capital Projects fund)	25,000	-25,000	0
510-0000-117200-001 – Fencing Around Maintenance Facility (Electric fund)	25,000	-10,000	15,000
322-4200-541400-000 – 2017 SPLOST Transportation (Paving and Resurfacing)	0	+207,146	207,146
322-3200-542201-000 – 2017 SPLOST Vehicles – Police Dept.	75,000	-75,000	0
323-3200-542501-000 – 2023 SPLOST Equipment – Police Radios	0	+50,000	50,000
323-3200-54220-000 – 2023 SPLOST Vehicles – Police Dept.	0	+75,000	75,000
323-4200-541400 2023 SPLOST Transportation	0	+101,464	101,464
100-4221-541200-000 – LMIG Street Repairs	28,500	+51,500	80,000





## Capital Improvement Plan FY 2024 - FY 2028

Capital Budget - July 1, 2023 - June 30, 2024

Adopted 6/13/2023

Mayor David S. Eady

Councilmembers

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

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

FY2024 Capital Budget

Project Description	FY2024			FY 2025	FY2026	FY2027	FY2028	Five-Year Total	Comments
	City Funds	External Funds	Subtotals						
<b>General</b>			<b>85,333</b>				<b>60,000</b>	<b>145,333</b>	
Cemetery road extension	17,000		17,000					17,000	
City Limit Monument Sign and Landscape Improvements							60,000	60,000	\$60K budgeted each year (FY20-22)
Electric Vehicle Charging Stations (2)	15,000		15,000					15,000	\$12-24K budgeted each year (FY19-22)
Finance Software Upgrade	33,333		33,333					33,333	Share of \$100K to upgrade software
Wayfinding Plan and Design Standards - Dev and Imp	20,000		20,000					20,000	
<b>Parks, Landscapes, and Recreation</b>			<b>2,375,000</b>	<b>3,915,398</b>	<b>200,000</b>	-	-	<b>6,490,398</b>	
Dried Indian Creek Restoration and Greenway Trail	225,000	1,900,000	2,125,000					2,125,000	\$900K in Congressional funding; \$1M in GOSP grant funding
Nature Parks on Giles and Little Properties				200,000	200,000			400,000	Plan and implement improvements
Coke Street Trail from Watson to Richardson Street			-	400,000				400,000	Preliminary plan complete; design/engineering and construction remains
Soule Street Trail from Hull Street to DIC	200,000		200,000	3,315,398				3,515,398	\$200k added to original grant amount for contingency cost overruns in original scope
Bobcat Excavator E-35	15,000		15,000					15,000	
Grounds Maintenance Equipment - Electric Lawnmower	35,000		35,000					35,000	Preference to electric zero-point-turn mower with mulch guard or rear discharge
<b>Streets, Drains, Sidewalks, and Street Lamps</b>			<b>3,638,309</b>	<b>4,120,344</b>	<b>1,094,608</b>	<b>1,053,359</b>	<b>1,056,273</b>	<b>10,962,893</b>	
Street Repairs and Resurfacing (annual schedule)	575,226	28,500	603,726	600,344	574,608	533,359	536,273	2,848,310	\$200K was budgeted previously for each year FY22-26; 10-year schedule
E. Clark Street Improvements	17,854	207,146	225,000					225,000	\$450K was budgeted in FY22 but not spent; could be integrated with street repair/resurfacing
Whatcoat Street Improvements		700,000	700,000					700,000	\$300K was budgeted each year FY20-22; could defer until town center phase one completed
Emory Street Sidewalk (Soule to Richardson Street)	1,000,000	500,000	1,500,000					1,500,000	\$100K/year budgeted previously (FY19-22) for sidewalks; \$180 city funds budgeted in FY19 and FY20
Emory Street Sidewalk Replacement (Post Office to Soule St)	500,000		500,000					500,000	\$300K budgeted in FY23. This estimate came from K&W
E. Soule Street Improvements (full-depth reclamation, etc.)			-	3,500,000				3,500,000	Need external funding (Georgia DOT?)
Stormwater Infrastructure Improvements and Reporting	50,000		50,000	20,000	20,000	20,000	20,000	130,000	Several ditches need cleaning out and pipes bored-out/replaced
Emory Street/Highway 81 Complete Streets Plan and Dev			-		500,000			500,000	Assumes cost-sharing with GDOT
Emory Street/Highway 81 Bridge and Connectivity over I-20			-				500,000	500,000	Assumes cost-sharing with GDOT and City of Covington
Bobcat Excavator E-35	15,000		15,000					15,000	
Bobcat Brush Cutter	5,250		5,250					5,250	
Bobcat Trencher	4,333		4,333					4,333	
Fencing Around the Shop	25,000		25,000					25,000	
Painting the Shop	10,000		10,000					10,000	
City-Wide Complete Streets Plan and Development			-			500,000		500,000	Might be eligible for GDOT funding
<b>Electric Utility</b>			<b>422,668</b>	<b>475,000</b>	<b>100,000</b>	<b>180,000</b>	<b>100,000</b>	<b>1,277,668</b>	
Electric System Improvements	100,000		100,000	100,000	100,000	100,000	100,000	500,000	Annual pole replacement and system upgrades
Vehicle Replacement			-	75,000		80,000		155,000	Assumes pickup truck replacement
Finance Software Upgrade	33,334		33,334					33,334	Share of \$100K to upgrade software
Bobcat Trencher	4,334		4,334					4,334	
Fencing Around the Shop	25,000		25,000					25,000	
Painting the Shop	10,000		10,000					10,000	
Power System Upgrades	250,000		250,000					250,000	
Smart Meters			-	300,000				300,000	\$300K was budgeted each year in FY19, FY20, and FY21
<b>Water and Sewer Utility</b>			<b>2,071,391</b>	<b>885,000</b>	<b>585,000</b>	<b>585,000</b>	<b>585,000</b>	<b>4,711,391</b>	
Water Line Replacement	352,393	1,626,082	1,978,475	585,000	585,000	585,000	585,000	4,318,475	Originally budgeted for SFRF Grant+ARPA and Capital Funds
Smart Meters			-	300,000				300,000	\$300K was budgeted each year in FY19, FY20, and FY21
Bobcat Excavator E-35	15,000		15,000					15,000	
Bobcat Brush Cutter	5,250		5,250					5,250	
Bobcat Trencher	4,333		4,333					4,333	
Fencing Around the Shop	25,000		25,000					25,000	
Painting the Shop	10,000		10,000					10,000	
Finance Software Upgrade	33,333		33,333					33,333	Share of \$100K to upgrade software
<b>Police Department</b>			<b>75,000</b>	-	<b>75,000</b>	-	<b>80,000</b>	<b>230,000</b>	
Patrol Vehicle(s)		75,000	75,000		75,000		80,000	230,000	High repair/maintenance costs suggest need to replace existing vehicles
<b>Downtown Development Authority</b>			-	-	-	<b>200,000</b>	<b>200,000</b>	<b>400,000</b>	
Architecture and Engineering for Town Center Development			-			200,000	200,000	400,000	Funds may be reimbursed to the city with financing for construction
<b>TOTAL</b>	<b>3,630,973</b>	<b>5,036,728</b>	<b>8,667,701</b>	<b>9,395,742</b>	<b>2,054,608</b>	<b>2,018,359</b>	<b>2,081,273</b>	<b>24,217,683</b>	

FY2024 Capital Budget

Account Number	Project Description	FY2024										
		Cost	Capital/Gold Reserve	Georgia Fund 1	Water/Sewer Capital	Electric Capital	ARPA	SPLOST 2017 Original Allocations	SPLOST 2017 Excess Allocations	SPLOST 2023 Original Allocations	External Funds	Subtotals
<b>General</b>												
350.4950.541200.001	Cemetery Road extension	17,000	17,000									85,333
350.4200.522201.000	Wayfinding Plan and Design Standards - Develop and Implement	20,000	20,000									20,000
350.4600.541404.510	Electric Vehicle Charging Station	15,000	15,000									15,000
350.1512.521301.000	Finance Software Upgrade	33,333	33,333									33,333
<b>Parks, Landscapes, and Recreation</b>												
350.6200.117100.001	Dried Indian Creek Restoration and Greenway Trail	2,125,000	225,000								1,900,000	2,125,000
350.6200.542100.002	Bobcat Excavator E-35 (or equivalent)	15,000	15,000									15,000
350.6200.541200.003	Soule Street Trail from Hull St. to DIC	200,000	200,000									200,000
350.6200.542100.001	Grounds Maintenance Equipment - Electric Lawnmower	35,000		35,000								35,000
<b>Streets, Drains, Sidewalks, and Street Lamps</b>												
350.4200.541400.001	Street Repairs and Resurfacing (annual schedule)	603,726	575,226								28,500	603,726
322.4200.541400.000	E. Clark Street Improvements	225,000	17,854					207,146				225,000
322.4200.541400.000	Whatcoat Street Improvements	700,000							700,000			700,000
322.4200.541400.003	Emory Street Sidewalk (Soule to Richardson Street)	1,500,000	1,000,000						140,774	359,226		1,500,000
350.4224.541203.003	Emory Street Sidewalk Replacement (Post Office to Soule St.)	500,000	291,108	208,892								500,000
350.4600.542100.001	Bobcat Excavator E-35 (or equivalent)	15,000	15,000									15,000
350.4600.542100.002	Bobcat Brush Cutter (or equivalent)	5,250	5,250									5,250
350.4600.542100.003	Bobcat Trencher (or equivalent)	4,333	4,333									4,333
350.4600.541200.001	Fencing Around Maintenance Facility	25,000	25,000									25,000
350.4600.522200.001	Painting Maintenance Facility	10,000	10,000									10,000
350.4250.541200.000	Stormwater Infrastructure Improvements and Reporting	50,000	50,000									50,000
<b>Electric Utility</b>												
510.4600.541402.001	Electric System Improvements	100,000				100,000						100,000
510.4600.521301.001	Finance Software Upgrade	33,334				33,334						33,334
510.0000.117500.001	Bobcat Trencher (or equivalent)	4,334				4,334						4,334
510.4600.522200.001	Painting Maintenance Facility	10,000				10,000						10,000
510.0000.117200.001	Fencing Around Maintenance Facility	25,000				25,000						25,000
510.0000.117300.001	Power System Upgrades	250,000				250,000						250,000
<b>Water and Sewer Utility</b>												
340.0000.541400.000												2,071,391
505.4400.541400.001												
230.4400.541400.505	CDBG Water Line Replacement	1,978,475			352,393		876,082				750,000	1,978,475
350.4400.521301.505	Finance Software Upgrade	33,333			33,333							33,333
505.4400.117500.001	Bobcat Excavator E-35 (or equivalent)	15,000			15,000							15,000
505.4400.117500.002	Bobcat Brush Cutter (or equivalent)	5,250			5,250							5,250
505.4400.117500.003	Bobcat Trencher (or equivalent)	4,333			4,333							4,333
505.4400.117200.001	Fencing Around Maintenance Facility	25,000			25,000							25,000
505.4400.522200.002	Painting Maintenance Facility	10,000			10,000							10,000
<b>Police Department</b>												
322.3200.542501.000	Patrol Vehicle(s)	75,000								75,000		75,000
<b>TOTALS</b>		<b>8,667,701</b>	<b>2,519,104</b>	<b>243,892</b>	<b>445,309</b>	<b>422,668</b>	<b>876,082</b>	<b>207,146</b>	<b>915,774</b>	<b>359,226</b>	<b>2,678,500</b>	<b>8,667,701</b>

Projected Remaining Balances after FY 2024

Funds Available (as of 3/31/2023)	
General Capital/Gold Reserve	2,534,104
Georgia Fund 1 (balance 3/31/2023 \$1,601,458.63)	243,892
Water/Sewer Capital	1,500,752
Electric Capital	693,165
ARPA	876,082
<b>TOTAL</b>	<b>5,847,995</b>

2017 SPLOST Original Allocations spent in FY 2023	63,765
2017 SPLOST Original Allocations to spend in FY 2024	207,146
SPLOST 2017 Excess Collections Nov. 2021 - March 2023	765,774
additional SPLOST 2017 excess collections projected through 6/30/2023 (50,000 x 3 months)	150,000
<b>TOTAL SPLOST 2017 Projection Excess Collections 6/30/2023</b>	<b>915,774</b>
SPLOST 2023 collected projected through 6/30/2024 (50,000 x 12 months)	600,000
SPLOST 2023 expenditures FY 2024	359,226

0

0

240,774



March 30, 2022

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

VIA EMAIL

RE: Oxford Pavement Assessment  
 Final Report

Dear Mr. Andrew:

Attached is CPL's evaluation of the city's pavement conditions. In partnership with Roadbotics, we collected pavement distress data, analyzed it using RoadBotics' artificial intelligence algorithms and collated it into the attached spreadsheet. In summary, the condition of the city's road network is fair to good, as the table below shows:

Road Condition	Length (miles)
Excellent	1.84
Good	4.06
Fair	6.71
Poor	0.42
Very Poor	0.03
Unpaved Length	0.93
total mileage	14.00

Of the 13.07 miles of city-maintained roads for which distress data was collected (unpaved roads were not part of the study), about 70% of the road mileage is rated as Fair to Good. Of the remaining 30%, 0.45 miles are rated as Poor to Very Poor and about 1.84 miles of roads are rated as Excellent. This puts the city in a position of having a need for a program that works to perform maintenance activities on the fair to good 70% of pavement before it deteriorates into the poor range. Road deterioration accelerates rapidly from fair to poor and the repair expense for a pavement in the poor range increases significantly. We have created a five-year road maintenance plan to give you an idea of the expense of tackling the entire road network over that time, but a 10-year plan is also possible to lower the annual budget impact.

3011 Sutton Gate Dr.  
 Suite 130  
 Suwanee, GA 30024  
 770.831.9000 TEL  
 CPLTeam.com

The plan includes costs from other recent paving projects that we have worked on and a 7.5% annual inflation rate. At the end of Year 5, we recommend performing a new pavement assessment. Year 1 proposes to patch and resurface 2.9 miles of the lowest rated roads. We recommend setting a budget of \$1.15M for this project. Streets and repair methods are detailed in the attached spreadsheet. Each subsequent year in the plan maintains one fifth of the remaining worst rated roads. If a 10-year cycle is desired, you can divide each year's inventory of the 5-year plan in half, beginning with the worst rated roads.

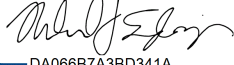
Funding By Year  
(assumes a 7.5% inflation rate)

Year	Miles Paved	Estimated Cost
Year 1	2.90	\$ 1,144,908.00
Year 2	2.86	\$ 926,630.72
Year 3	2.80	\$ 896,987.85
Year 4	2.77	\$ 872,145.33
Year 5	1.73	\$ 548,818.49
	13.07	\$ 4,389,490.38

The attached excel spreadsheet shows the road inventory ratings and each year's paving recommendations, which are based on paving the worst rated roads first. We enjoyed working on this project. Please call us with any questions.

Sincerely,

**CPL ARCHITECTURE ENGINEERING & PLANNING**

DocuSigned by:  
  
DA066B7A3BD341A...

Rich Edinger, P.E.  
Vice President

cc: file

NOTE: A typical five-year Capital Improvement Plan is often tied to the length of a SPLOST.

If the City wished to convert the five-year schedule to a ten-year schedule, it is important to remember that the further out you project, the more uncertain the unit prices become. You should re-evaluate your plan with the previous year's pricing data annually in order to more closely monitor inflation and changes in local unit pricing.

- Bill Andrew

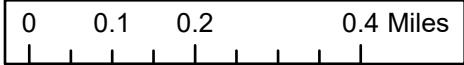
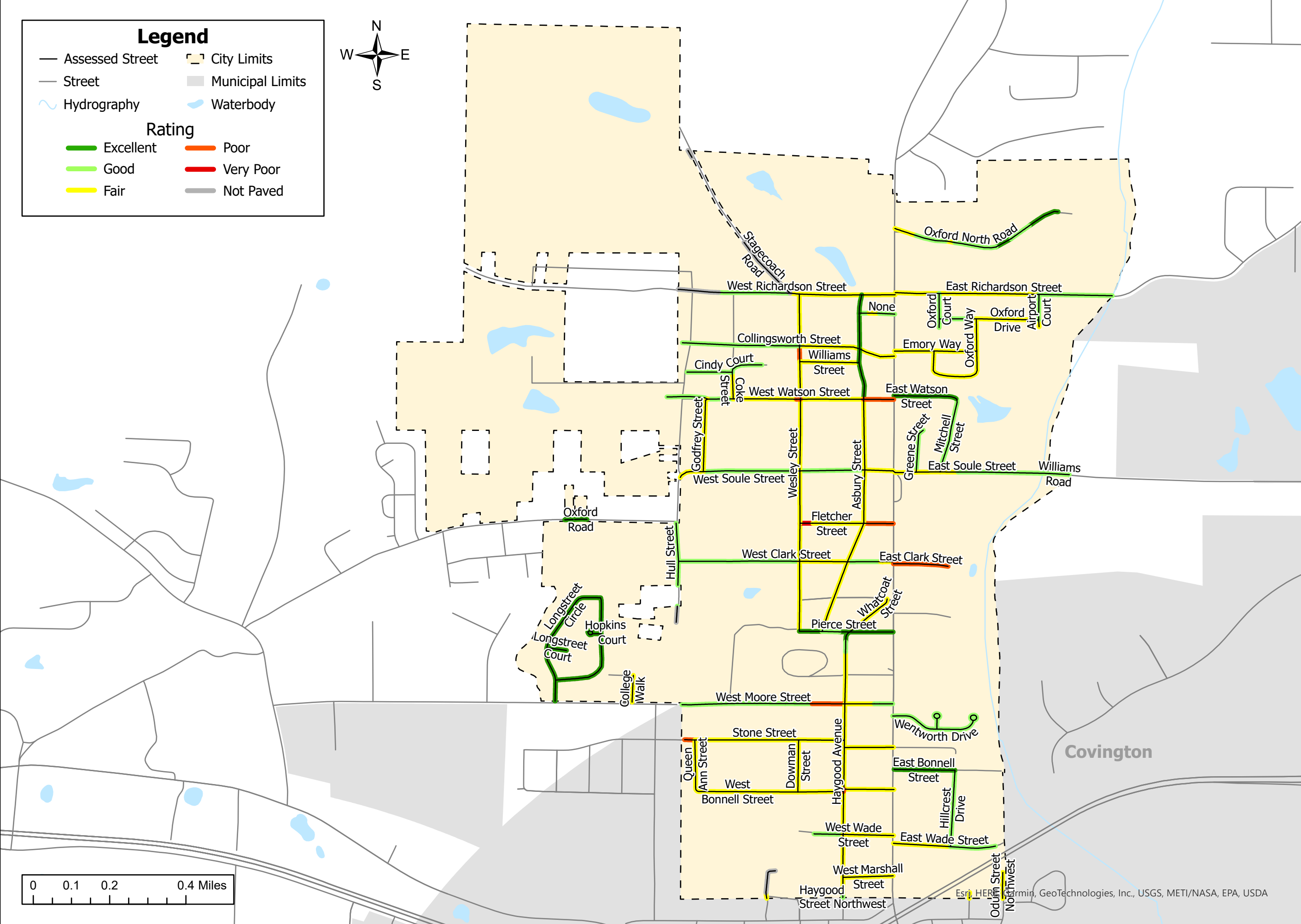
**Legend**

- Assessed Street
- Street
- ~ Hydrography
- Rating
  - Excellent
  - Good
  - Fair
  - Poor
  - Very Poor
  - Not Paved
- City Limits
- Municipal Limits
- Waterbody



ARCHITECTURE  
ENGINEERING  
PLANNING  
CPLteam.com

DATE:	03/30/2022
DRAWN:	KNL
CHECKED:	RJE
SCALE:	AS NOTED
PROJ. #:	16532.00



2022 PAVEMENT ASSESSMENT

CITY OF OXFORD PAVEMENT ASSESSMENT  
OXFORD, GA

FIGURE #1

Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, METI/NASA, EPA, USDA