

**OXFORD MAYOR AND COUNCIL
REGULAR SESSION
FEBRUARY 6, 2023 – 7:00 P.M.
CITY HALL – 110 W. CLARK ST. OXFORD, GA 30054
A G E N D A**

1. **Call to Order – Mayor David S. Eady**
2. **Motion to accept the Agenda for the February 6, 2023 Mayor and Council Regular Meeting.**
4. **CONSENT AGENDA**
 - a. *Minutes of the Work Session December 19, 2022
 - b. *Minutes of the Public Hearing for the Comp Plan January 9, 2023
 - c. *Minutes of the Regular Session January 9, 2023
 - d. *Minutes of the Work Session January 23, 2023
5. **Mayor’s Report**
6. **Citizen Concerns**
3. ***Reappointments for the Oxford Downtown Development Authority:** As may be observed from the attached document, the Oxford Downtown Development Authority Directors in seats five, six, and seven are in need of re-appointment in order to follow along with the term requirements. The DDA has reviewed and approved this list.
4. ***Service Delivery Strategy: Water Service Area Changes:** The Newton County Water & Sewerage Authority (NCWSA) and the City of Covington are working to finalize a water service area swap that additionally involves two areas that would impact the City of Oxford. According to the rules to amend the Service Delivery Strategy, we must have the County, County Seat, and three additional cities approve the changes of service area. This is a modification of the proposal originally brought to the City on July 11, 2022. Note, since the last time we reviewed these maps, two additional northern parcels have been added to the Oxford Service Area to fully serve the Archer Aviation site. That is the only change to the maps.
5. ***Consideration of a Resolution to Amend the FY2023 Capital Improvement Plan for the Purchase of a Leaf Vacuum**
6. ***Biren Patel Engineering** – Staff requests the Council to consider the ratification of the Mutual Non-Disclosure Agreement (NDA) with Biren Patel Engineering (BPE) which has been signed by Mayor Eady in the interest of our 14-day turn around on the Archer Aviation electricity bid. The City also requests approval to engage BPE to an expenditure not to exceed \$10,000 based on the standard rate sheet and engagement letter which is attached for your review. BPE will serve as a consultant (separate from ECG and MEAG) to independently review and advise on our bid.

7. ***Invoices** – Council will review the city’s recently paid invoices over \$1,000
8. **Executive Session** - An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.
9. **Adjourn**

*Attachments

DDA Members

Originally Appointed 2/6/17

#	Name	Initial Term	Date for Re-Appoint	Date Appointed	Training Completed	Re-Appointment Schedule	
						Seat Number	Date
1	Loren Roberts	Two Years		2/6/2017	4/22/2017		
	Art Vinson			5/6/2019	1/25/2020	One	Feb. 2024
	David Allen		Feb. 2024	11/14/2022		Two	Feb. 2024
2	Brian Barnard	Two Years	Feb. 2024	2/6/2017	4/22/2017	Three	Feb. 2025
3	Martha Molyneux	Four Years		2/6/2017	4/22/2017	Four	Feb. 2025
	Laura McCanless			10/5/2020	1/26,27/21	Five	Feb. 2023
	Adrienne Waddy					Six	Feb. 2023
	Molly McGehee		Feb. 2025	12/12/2022		Seven	Feb. 2023
4	Mark McGiboney	Four Years		2/6/2017	4/22/2017		
	Ray Wilson		Feb. 2025	7/1/2019	1/26,27/21		
5	Jonathan Eady	Six Years	Feb. 2023	2/6/2017	4/22/2017		
6	Kendra Mayfield	Six Years		2/6/2017	4/22/2017		
	Danielle Miller			7/2/2018	1/26/2019		
	Philip McCanless		Feb. 2023	11/14/2022			
7	Melvin Baker	Six Years		2/6/2017	4/22/2017		
	Mike Ready		Feb. 2023	1/8/2018	4/22/2017		

O.C.G.A. 36-42-4 (2010)

36-42-4. Creation of authorities; appointment and terms of directors; quorum

There is created in and for each municipal corporation in this state a public body corporate and politic to be known as the downtown development authority of such municipal corporation, which shall consist of a board of seven directors. The governing body of the municipal corporation shall appoint two members of the first board of directors for a term of two years each, two for a term of four years each, and three for a term of six years each. The governing body of the municipal corporation may appoint one of its elected members as a member of the downtown development authority. After expiration of the initial terms, except for the director who is also a member of the governing body of the municipal corporation, the terms of all directors shall be six years; provided, however, that the terms shall be four years for those directors appointed or reappointed on or after July 1, 1994. The term of a director who is also a member of the governing body of a municipal corporation shall end when such director is no

longer a member of the governing body of the municipal corporation. If at the end of any term of office of any director a successor to such director has not been elected, the director whose term of office has expired shall continue to hold office until a successor is elected. A majority of the board of directors shall constitute a quorum.

How Many Members Serve on a DDA Board?

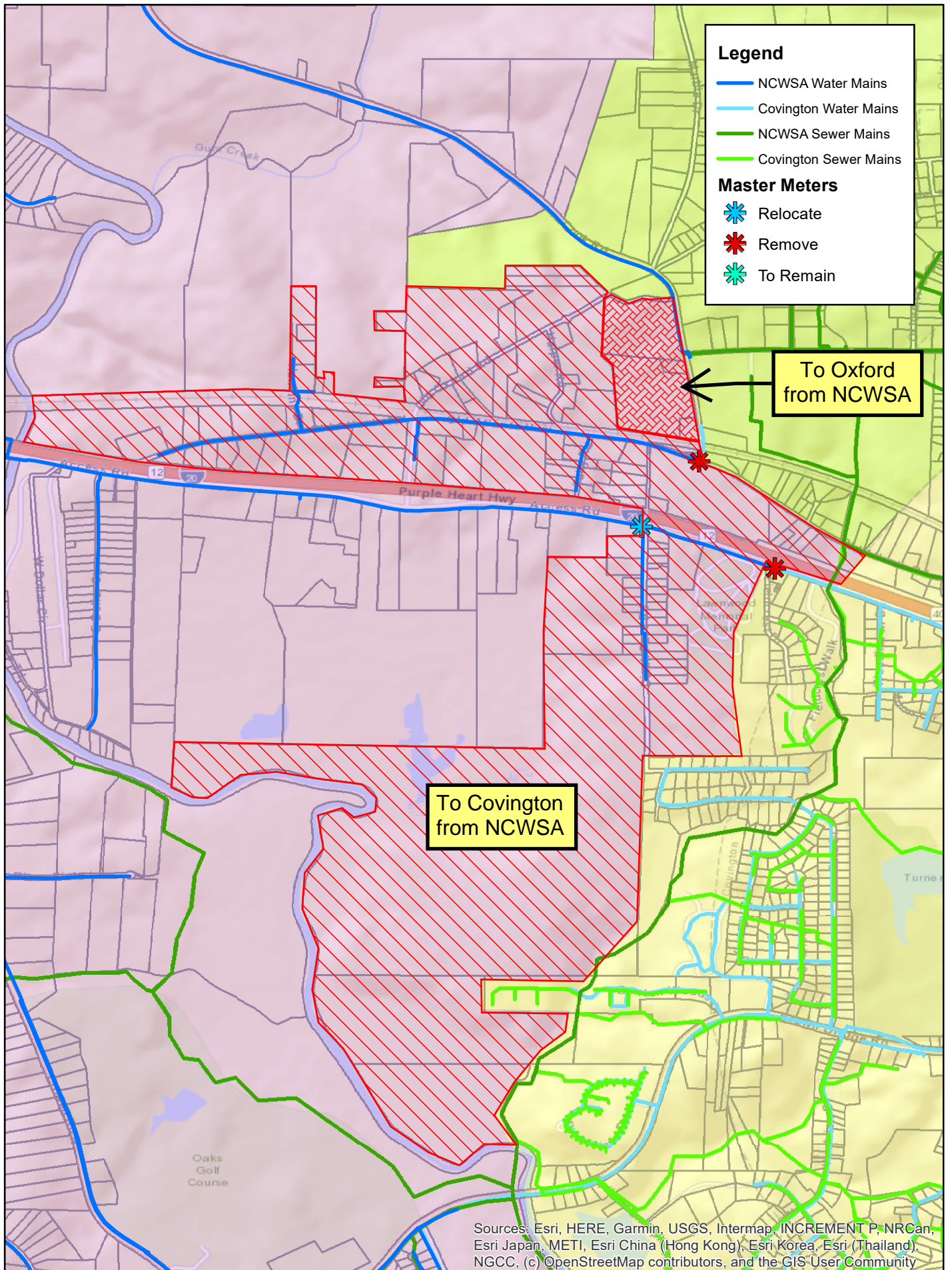
A DDA consists of a board of seven directors who are appointed by the municipal governing authority to serve staggered four-year terms. Directors are appointed by the governing body and must be taxpayers who live in the city or they must own or operate a business located within the downtown development area. They must also be taxpayers who live in the county in which the city is located. One of the directors can be a member of the municipal governing authority. Board members do not receive any compensation for serving on the DDA, except for reimbursement for actual expenses incurred in performing their duties.

What Are the Training Requirements for DDA Board Members?

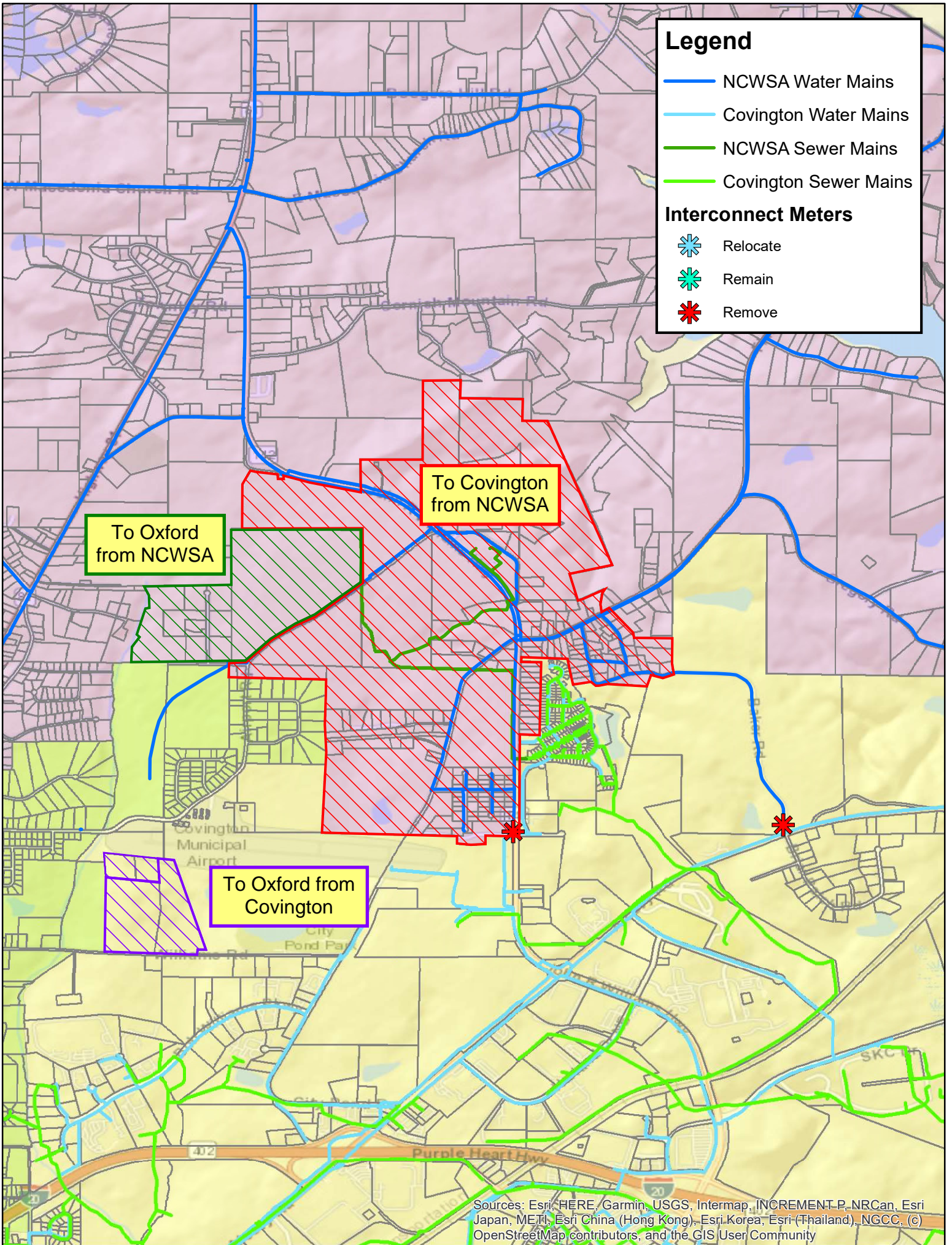
With the exception of a member who also serves on the city council, all DDA board members must take at least eight hours of training on downtown development and redevelopment programs within the first 12 months of their appointment to the DDA.

One of Our DDA Members Previously Served on the DDA board, Went Off the Board for Several Years, and Was Recently Reappointed. Does He Have to Take Training Again?

Yes. Even though a member received training during his or her previous service on the DDA board, it is important that he or she take the training again to get the most recent information about legal requirements and recommended practices for DDAs.



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Legend

- NCWSA Water Mains
- Covington Water Mains
- NCWSA Sewer Mains
- Covington Sewer Mains

Interconnect Meters

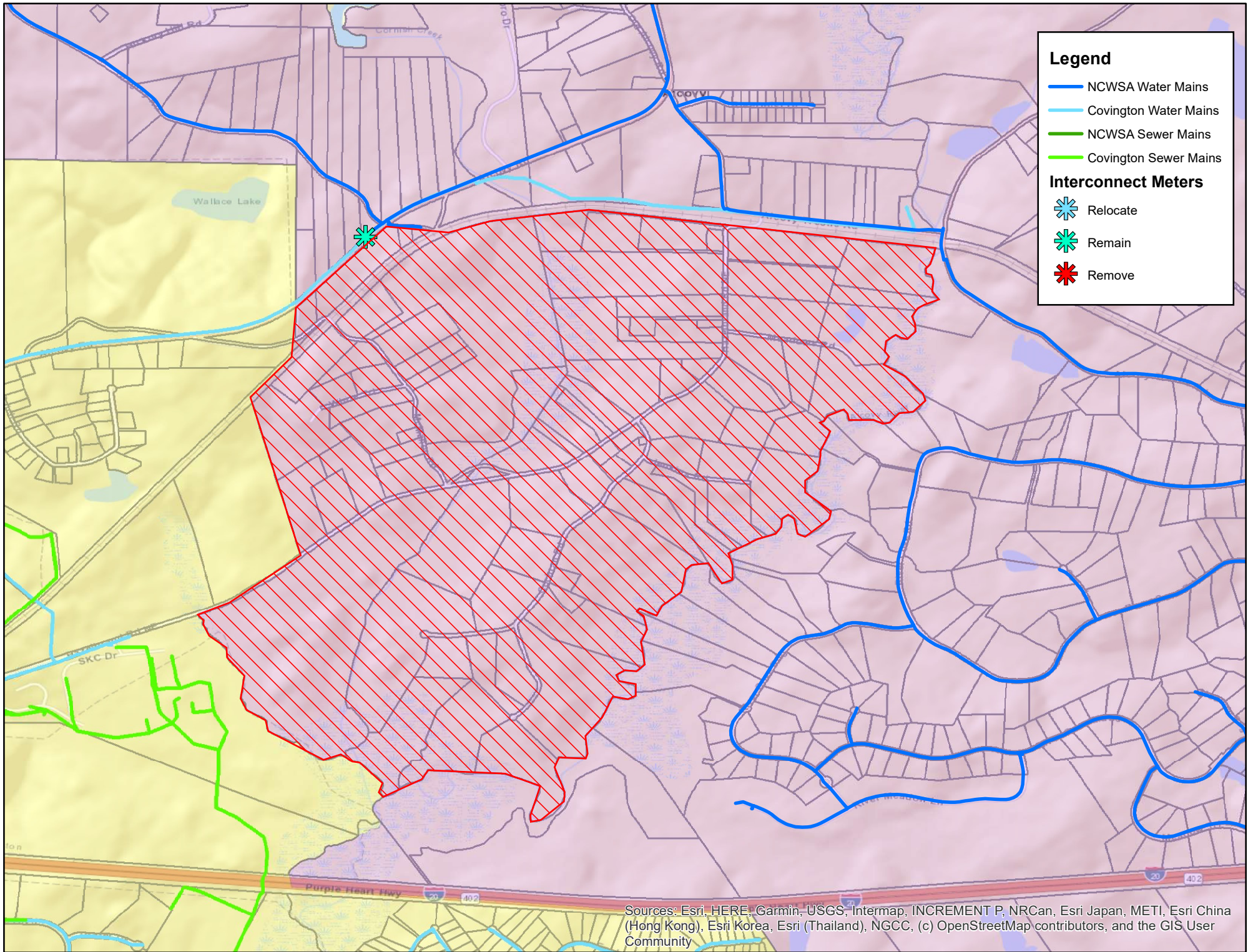
- Relocate
- Remain
- Remove

To Oxford from NCWSA

To Covington from NCWSA

To Oxford from Covington

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



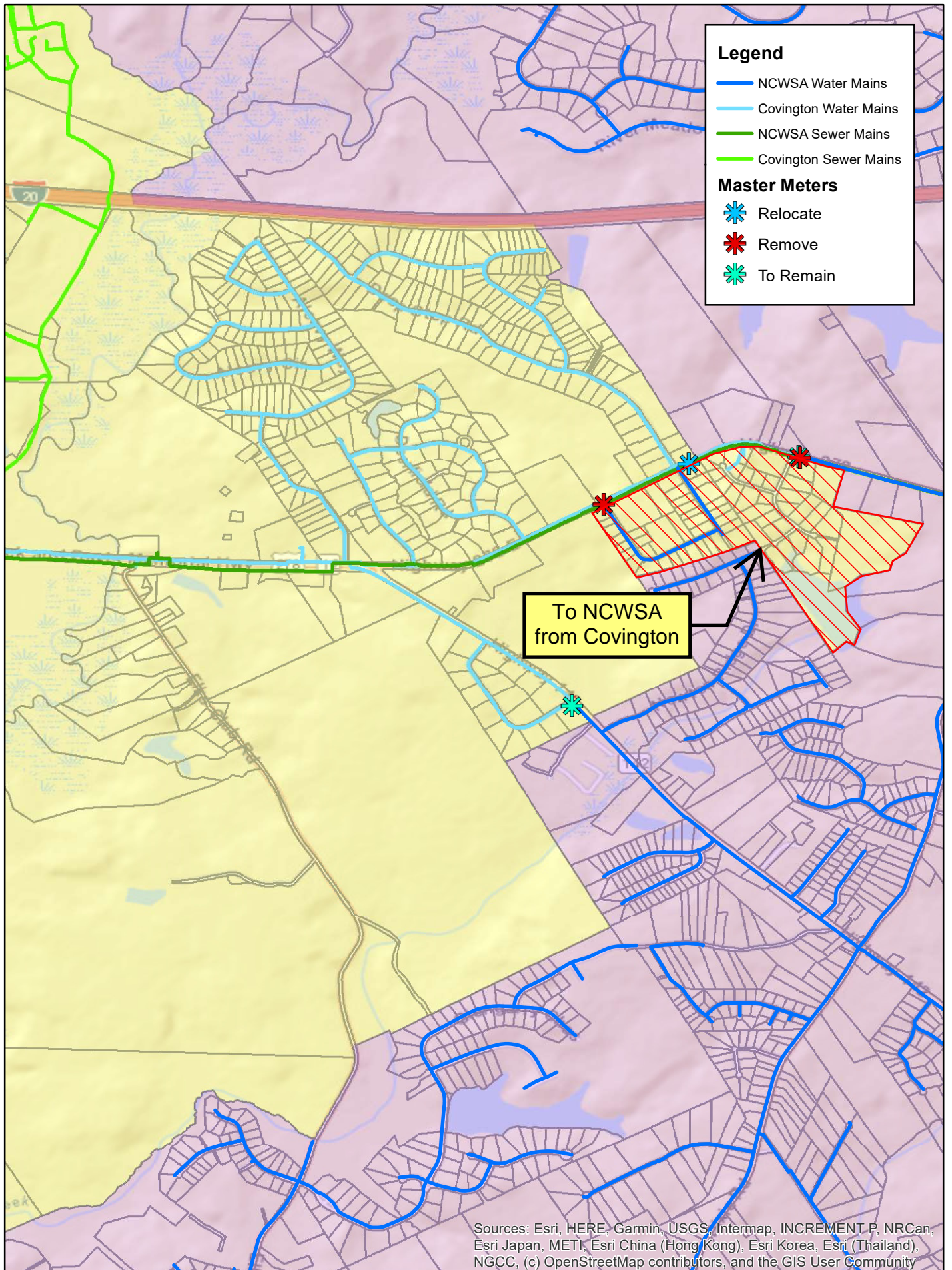
Legend

- NCWSA Water Mains
- Covington Water Mains
- NCWSA Sewer Mains
- Covington Sewer Mains

Interconnect Meters

- Relocate
- Remain
- Remove

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Legend

- NCWSA Water Mains
- Covington Water Mains
- NCWSA Sewer Mains
- Covington Sewer Mains

Master Meters

- ✱ Relocate
- ✱ Remove
- ✱ To Remain

To NCWSA
from Covington

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **NEWTON COUNTY**

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="841 1180 1539 1417" style="background-color: #003366; color: white; padding: 10px; text-align: center;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Newton County
City of Covington
City of Mansfield
City of Newborn
City of Oxford
City of Porterdale
City of Social Circle
Covington Airport Authority
Newton County Hospital Authority
Newton County Industrial Development Authority
Newton County Solid Waste Management Authority
Newton County Water & Sewerage Authority
Social Circle Housing Authority
Newton County Board of Elections
Newton County Chamber of Commerce
Newton County Board of Elections and Registration
Newton County Board of Health
Newton County Library Board of Trustees
Covington/Newton County E-911 Communications Center
DFACS
Newton County Senior Citizens, Inc. (501-c-3)
Keep Covington-Newton Beautiful
Newton County JDA

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Airport
Animal Control
Building Permits and Inspections
Cemeteries
Code Enforcement
Court Services
Economic Development/Tourism
Elections - County, State, and Federal
Elections - Municipal
Extension Services
Geographical Information System
Industrial Development
Library
Parks & Recreation
Planning & Zoning
Public Health
Public Safety - Emergency Medical Services
Public Safety - Fire Services
Tax Collection
Public Safety - Detention Center
Public Safety - Emergency Communications/Dispatch
Public Safety - Emergency Management
Public Safety - Law Enforcement
Public Utilities - Electric
Public Utilities - Gas
Public Utilities - Wastewater Collection and Treatment
Public Utilities - Water Distribution
Public Works - Engineering Services
Public Works - Fleet Maintenance
Public Works - Right-of-Way Maintenance
Public Works - Road Construction & Maintenance
Public Works - Stormwater Management
Social Services - DFACS Programs
Social Services - Public Housing
Social Services - Senior Citizens
Solid Waste - Collection
Solid Waste - Disposal/Landfill
Solid Waste - Keep Covington-Newton Beautiful
Solid Waste – Recycling

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Public Utilities - Wastewater Collection and Treatment
Public Utilities - Water Supply & Treatment



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: NEWTON COUNTY

Service: PUBLIC UTILITIES - Wastewater Collection and Treatment

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **The Newton County Water & Sewerage Authority and the Cities of Covington, Mansfield, Oxford, Porterdale, and Social Circle.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
NC Water & Sewerage Authority	User Fees, Enterprise Funds, Bonded Indebtedness
Covington	User Fees
Mansfield	User Fees
Newborn	User Fees
Oxford	User Fees
Porterdale and Social Circle	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change to the previous strategy.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
LAS Operation Agreement	City of Covington and NCWSA	2016-2026

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **J. Chad Peden, P.E.; Consulting Engineer**

Phone number: **706/769-4119** Date completed: March 10, 2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

NAME:

TITLE:

PHONE:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: NEWTON COUNTY

Service: PUBLIC UTILITIES - Water Distribution

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **The Newton County Water & Sewerage Authority and the Cities of Covington, Mansfield, Oxford, Porterdale, and Social Circle.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
NC Water & Sewerage Authority	User Fees, Enterprise Funds, Bonded Indebtedness
Covington	User Fees
Mansfield	User Fees
Newborn	User Fees
Oxford	User Fees
Porterdale and Social Circle	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change to the previous strategy.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Mutual Assistance	Covington, Mansfield, NCWSA, Oxford, and Newborn	Various
IGA	NCWSA to provide water to Stanton Springs	2/21/02 - recurring

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **J. Chad Peden, P.E.; Consulting Engineer**

Phone number: **706/769-4119** Date completed: March 10, 2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

NAME:

TITLE:

PHONE:



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.






COUNTY: NEWTON COUNTY

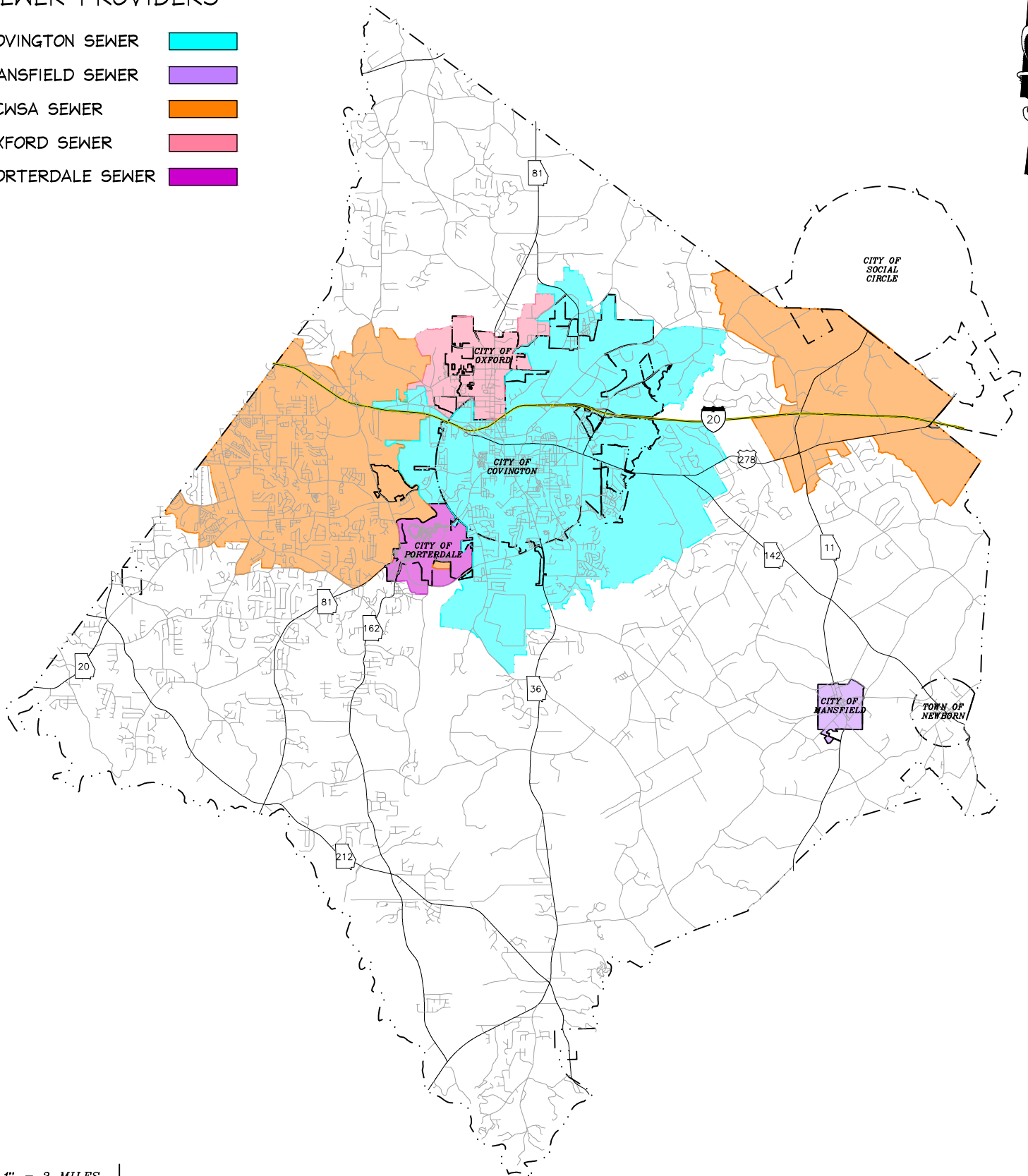
We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>NEWTON COUNTY</u>	Chairman	Marcello Banes		
<u>CITY OF COVINGTON</u>	Mayor	Steve Horton		
<u>CITY OF MANSFIELD</u>	Mayor	GW Davis Jr.		
<u>CITY OF NEWBORN</u>	Mayor	Gregg Ellwanger		
<u>CITY OF OXFORD</u>	Mayor	David Eady		
<u>CITY OF PORTERDALE</u>	Mayor	Arline Chapman		
<u>CITY OF SOCIAL CIRCLE</u>	Mayor	David Keener		

SEWER PROVIDERS

- COVINGTON SEWER 
- MANSFIELD SEWER 
- NCWSA SEWER 
- OXFORD SEWER 
- PORTERDALE SEWER 



1" = 3 MILES



Carter & Sloope

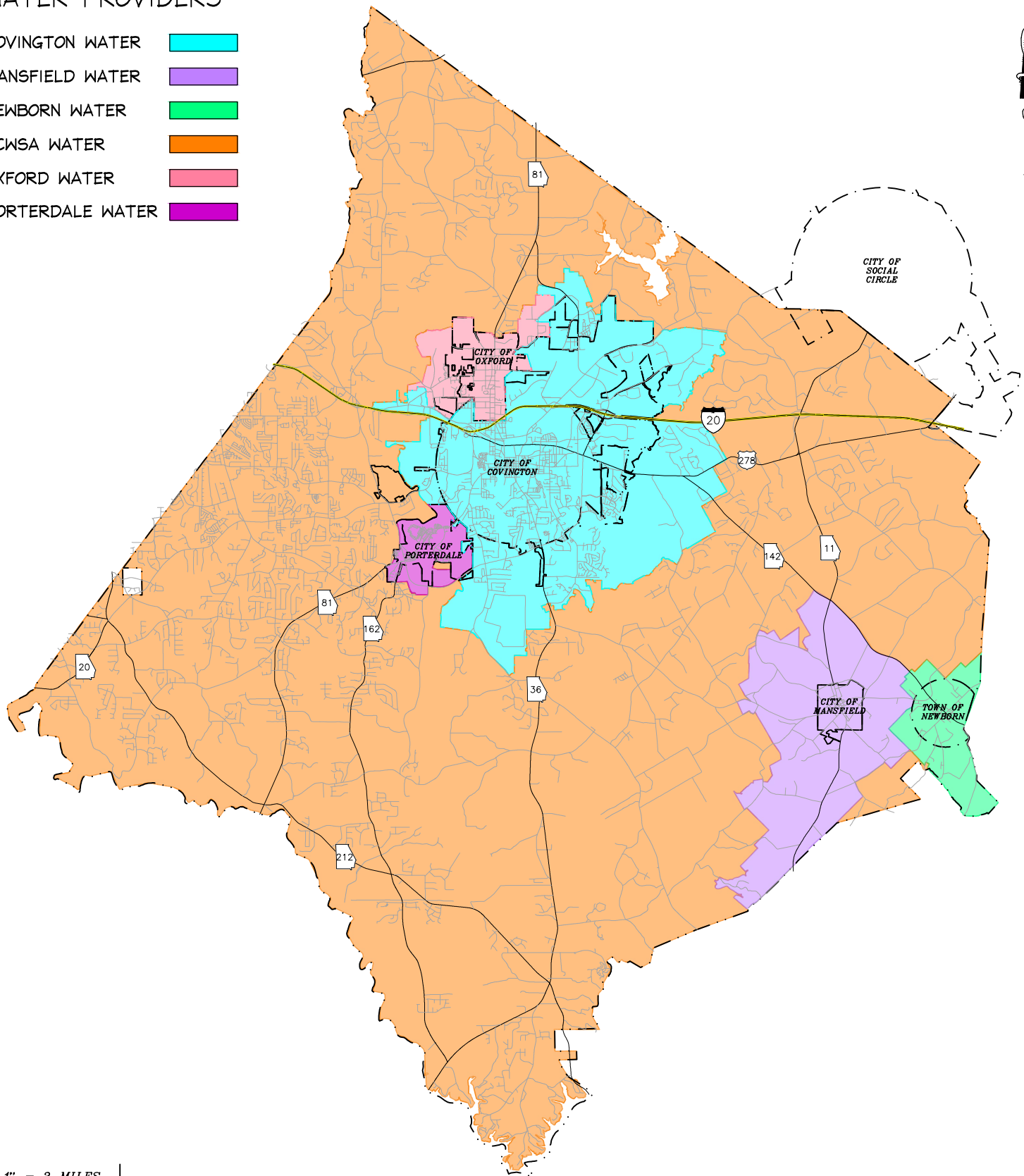
CONSULTING ENGINEERS

MACON ◆ ATHENS ◆ CANTON ◆ MOULTRIE

NEWTON COUNTY SEWER SERVICE AREA 2022

WATER PROVIDERS

- COVINGTON WATER
- MANSFIELD WATER
- NEWBORN WATER
- NCWSA WATER
- OXFORD WATER
- PORTERDALE WATER



1" = 3 MILES



Carter & Sloope
 CONSULTING ENGINEERS
 MACON ◆ ATHENS ◆ CANTON ◆ MOULTRIE

NEWTON COUNTY
 WATER SERVICE
 AREA 2022

FY2023 Capital Budget

	Account Number	Project Description	FY2023				Comments
			City Funds	External Funds	SPLOST 2017	Subtotals	
General						158,333	
1	350.6200.541200.000	City Limit Monument Sign and Landscape Improvements	60,000			60,000	\$60K budgeted each year (FY20-22); covered by unrestricted funds in capital account
2	350.4600.541404.510	Wayfinding Plan and Implementation	50,000			50,000	Covered by unrestricted funds in capital account
3	350.1512.521301.000	Electric Vehicle Charging Stations (2)	15,000			15,000	\$12-24K budgeted each year (FY19-22); covered by unrestricted funds in capital account
4	350.4200.522201.000	Finance Software Upgrade	33,333			33,333	Share of \$99K to upgrade software; covered by unrestricted funds in capital account
Parks, Landscapes, and Recreation						2,565,000	
5	350.6200.117100.001	Dried Indian Creek Restoration and Greenway Trail	250,000	1,900,000		2,150,000	\$250K covered by unrestricted funds in capital account; \$900K Congressional; \$1M GOSP grant
6	350.6200.541200.002	Coke Street Trail from Watson to Richardson Street	400,000			400,000	Preliminary plan complete; design/engineering and construction remains
7	350.6200.542100.001	Grounds Maintenance Equipment - Lawnmower	15,000			15,000	Preference to electric zero-point-turn mower with mulch guard or rear discharge
Streets, Drains, Sidewalks, and Street Lamps						3,105,226	
8	350.4200.541400.001	Street Repairs and Resurfacing (annual schedule)	575,226	25,000		600,226	\$575,226 covered by unrestricted funds in capital account; \$25K in LMIG
9	350.4200.541400.002	E. Clark Street Improvements	17,854		207,146	225,000	\$207K in SPLOST 2017; \$17,854 covered by unrestricted funds in capital account
10	350.4224.541203.002	Emory Street Sidewalk (Soule to Richardson Street)	1,500,000			1,500,000	Covered by unrestricted funds in capital account
11	350.4224.541203.003	Emory Street Sidewalk Replacement (Post Office to Soule Street)	300,000			300,000	Covered by unrestricted funds in capital account
12	350.4200.541400.003	E. Soule Street Improvements (full-depth reclamation, etc.)	430,000			430,000	Covered by unrestricted funds in capital account; changed by amendment on 2/6/2023 from 500,000
13	350.4250.541200.000	Stormwater Infrastructure Improvements and Reporting	50,000			50,000	Covered by unrestricted funds in capital account
13a	350.4226.542200.001	Leaf Vacuum	70,000			70,000	Covered by unrestricted funds in capital account; added by amendment on 2/6/2023
Electric Utility						133,333	
14	350.4600.541402.510	Electric System Improvements	100,000			100,000	Covered by restricted funds in electric utility capital account
15	350.4600.521301.510	Finance Software Upgrade	33,333			33,333	Share of \$99K to upgrade software; covered by restricted funds in electric utility capital account
Water and Sewer Utility						1,150,381	
16		Water Line Replacement	238,954	878,094		1,117,048	\$878K from ARPA; \$239K from water/sewer capital account
17	350.4400.521301.505	Finance Software Upgrade	33,333			33,333	Share of \$99K to upgrade software; covered by restricted funds in water/sewer capital account
Police Department						50,000	
18	350.3200.542200.000	Patrol Vehicle(s)	50,000			50,000	Covered by unrestricted funds in capital account
Downtown Development Authority						200,000	
19	350.7550.521200.000	Architecture and Engineering for Town Center Development	200,000			200,000	Covered by unrestricted funds in capital account
TOTAL			4,422,033	2,803,094	207,146	7,362,273	

CITY OF OXFORD

RESOLUTION

WHEREAS, the Oxford Mayor and City Council have authorized the City of Oxford to establish and maintain a Capital Projects account which shall be used to accumulate resources for the acquisition, construction, or improvement of infrastructure and property and to acquire motor vehicles and equipment related to the city's infrastructure; and,

WHEREAS, the Oxford City Council adopted its Capital Improvement Plan for Fiscal Years 2023 through 2027 on June 22, 2022; and,

WHEREAS, the City's leaf vacuum was not included for replacement in Fiscal Year 2023; and,

WHEREAS, it has become necessary to replace the City's leaf vacuum at a cost of \$67,294; and,

WHEREAS, the Capital Improvement Plan for Fiscal Years 2023 through 2027 includes a line item for \$500,000 in FY 2023 for E. Soule Street improvements which will not be fully expended in FY 2023;

NOW THEREFORE BE IT RESOLVED, that

The Capital Improvement Plan for the City of Oxford for Fiscal Years 2023 through 2027 is hereby amended by reallocating \$67,294 of the line item for E. Soule Street improvements in FY 2023 (350-4200-541400-003) to a line item for replacement of the City's leaf vacuum (350-4226-542200-001).

Adopted this sixth day of February 2023.

BY:

Mayor

ATTEST:

City Clerk

MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENT AGREEMENT

THIS NON-DISCLOSURE AND NON-CIRCUMVENT AGREEMENT (this “Agreement”), dated effective as of February 1, 2023 is entered into by and between Biren Patel Engineering, LLC, a Georgia limited liability company (“BPE”) located at 500 Northside Xing, Suite A, Macon, GA 31210, and City of Oxford, Georgia (Company), located at 110 West Clark Street, Oxford, Georgia 30054.

WHEREAS, BPE and (Company) intend to furnish and/or disclose to one another certain confidential and proprietary information, in written and/or verbal form, in connection with a possible business relationship.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information. For purposes of this Agreement, “Confidential Information” shall mean any and all information and material which relates to the disclosing party's customer accounts, systems, research, development, algorithms, products, software, source codes, trade secrets, procedures or business affairs or that of any of its customers, subsidiaries or affiliates. For the purposes of this Agreement, Confidential Information shall also include each party's trade secrets, patents and patentable concepts, processes and devises and other proprietary information. Notwithstanding the foregoing, Confidential Information shall not include (i) information generally known to the public; (ii) information already known by the receiving party prior to its disclosure and (iii) information independently developed without reference to the Confidential Information.

2. Confidentiality. The parties shall neither use nor disclose, directly or indirectly, in whole or in part, to any third person, firm or corporation, any Confidential Information received from the disclosing party, except that any such information may be disclosed to the receiving party's employees, agents, subcontractors or advisors who require access to the Confidential Information for the purposes contemplated by this Agreement and who have executed a copy of this Agreement. Under no circumstances shall either party use the Confidential Information for its own benefit, or copy or reproduce the Confidential Information, except as provided in this Section 2. Each party agrees to use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential and proprietary information.

3. Ownership of Information; Restrictions on Use. All Confidential Information shall be and remain the property of the disclosing party, regardless of whether all or a portion of the Confidential Information shall reside on a server or other computer system of the other party. Neither party shall copy or reproduce, in whole or in part, Confidential Information without first obtaining written authorization from the disclosing party, except as necessary to fulfill the purposes of this Agreement. Each party hereby agrees (i) to take reasonable precautions necessary to safeguard Confidential Information from disclosure to third parties other than as permitted hereunder and (ii) not to use the Confidential Information for any purposes other than for the evaluation of a potential business relationship between the parties hereto.

4. Return of Materials. Upon the earlier of termination of this Agreement or the written request of the disclosing party, the receiving party shall return all copies of the disclosing party's Confidential Information or certify in writing that all copies thereof have been destroyed.

5. Compelled Disclosure. In the event that the receiving party or anyone to whom it may transmit the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information to a third party, the receiving party will provide the disclosing party with prompt notice before such information is disclosed so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the receiving party will furnish only that portion of the Confidential Information which the receiving party is advised by reasonable opinion of counsel is legally required and will exercise its best efforts to assist the disclosing party in obtaining a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information that is disclosed.

6. Non-Circumvention. Each party agrees, for a period of two years following the date of this Agreement, not to use any information acquired from the other party in connection with this Agreement to circumvent the other party's actual or potential business relationships. A party shall not directly or indirectly contact, or negotiate with, a third party regarding a potential business relationship of which that party first became aware as a result of information exchanges covered by this Agreement, except with the prior written consent of the other party.

7. Injunctive Relief. Each party agrees that money damages would not be sufficient remedy for any breach of this Agreement. In addition to all other remedies the non-breaching party may have, such party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach. Each party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

8. Entire Agreement Assignment. This document contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or agreements, oral or written, pertaining to the subject matter of this Agreement. This Agreement shall not be assigned, modified or changed in any manner except in writing signed by both parties.

9. Governing Law; Savings Clause. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without giving effect to its conflict of law provisions. Venue for any action involving this Agreement shall be proper only in Georgia. The parties hereto expressly waive the jurisdiction of any foreign court. If any provision of the Agreement is declared void or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

BIREN PATEL ENGINEERING, LLC


By: _____ Date

Print: Biren Patel

Title: President

(Company)

Company: City of Oxford, Georgia

By:  Date

Print: David S. Eady

Title: Mayor

October 26, 2022



RE: Rate Sheet 2023 – 2024 Standard

Below are our proposed rates for professional services beginning January 1, 2023 through December 31, 2024 for projects not awarded as lump sum. **At BPE, we believe in making life simple.** To that end, there are no technology or administrative add-on charges and no markup on travel expenses. Mileage is charged at the IRS standard mileage rates. As of 7/1/2022, that rate is 62.5 cents per mile, and is subject to change.

Classification	Qualifications	Hourly Rate
Sr. Advisor	For strategic consulting, PE, 12+ yrs exp, 4-yr eng deg	\$ 230.00
Sr. Project Mgr	10+ yrs experience in Project Management, PMP preferred	\$ 220.00
Project Mgr	8+ yrs experience in Project Management	\$ 200.00
Principal Engineer	PE licensed and 12+ yrs experience with 4-yr engineering degree	\$ 220.00
Sr. Engineer	PE licensed or 8+ yrs experience with 4-yr engineering degree	\$ 200.00
Engineer III	4+ yrs experience with 4-yr engineering degree	\$ 170.00
Engineer II	2+ yrs experience with 4-yr engineering degree	\$ 145.00
Engineer I	< 2 yrs experience with 4-yr engineering degree	\$ 130.00
Sr. Design Specialist	12+ yrs experience 2-yr engineering technology degree preferred	\$ 155.00
Sr. Designer	8+ yrs experience 2-yr engineering technology degree preferred	\$ 140.00
Designer III	4+ yrs experience 2-yr engineering technology degree preferred	\$ 110.00
Designer II	2+ yrs experience 2-yr engineering technology degree preferred	\$ 95.00
Designer I	< 2 yrs experience 2-yr engineering technology degree preferred	\$ 85.00
Sr. Technician	8+ yrs experience, CAD certificate preferred	\$ 95.00
Technician III	4+ yrs experience, CAD certificate preferred	\$ 85.00
Technician II	2+ yrs experience, CAD certificate preferred	\$ 75.00
Technician I	< 2 yrs experience, CAD certificate preferred	\$ 65.00
Project Assistant	for project related clerical services	\$ 65.00

Time is expensed to the nearest half hour. Charges are incurred over monthly billing cycles. Payment is to be received within 30 days of receipt of invoice unless other terms are agreed to in a separate service agreement. This rate sheet is used solely for the recipient and is to be kept confidential. Rates are subject to change as rates expire and as our professionals advance in level.

If you have any questions, feel free to contact me at (404) 287-2578 or biren@birenpe.com. Thanks for your consideration. We look forward to making your life simpler.

Sincerely,

Biren Patel, PE*, MBA, PMP
Electrical Engineer and Project Manager
(404) 664-1801
biren@birenpe.com
**Registered in AL, AR, CA, DC, DE, GA, IL, KY, FL, LA, MD, MS, NC, NJ, SC, TN*

 **Biren Patel Engineering**
Making Life Simple
(404) 287-2578 • birenpe.com



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

VENDOR	DESCRIPTION	AMOUNT
RECURRING CHARGES		
City of Oxford Utilities	November - December 2022 services	1,431.55
City of Covington	September – December 2022 sewer services	10,680.00
City of Covington	December 2022 gas services	1,302.96
Newton County Board of Commissioners	Water Purchased for Resale – December 2022; Invoice #3051	13,449.00
Newton County Board of Commissioners	Landfill Fees, December 2022	1,007.25
Newton County Water & Sewerage Authority	Sewer Treatment Fees, 11/29/2022-12/16/2022	5,374.49
Georgia Municipal Association	GMEBS Retirement, January 2023, invoice #434070	5,780.92
Georgia Municipal Association	GMA Annual Membership Service Fees 2023	1,453.06
Georgia Municipal Association	GMEBS Life & Health February 2023 premium – Invoice # 331306	13,401.45
Municipal Electric Authority of Georgia (MEAG)	Monthly Electric Purchases for December 2022	112,735.05
Electric Cities of Georgia	Consulting and planning services for January 2023	5,588.00
Southeastern Power Administration (SPA)	SEPA Energy Cost – December 2022 – invoice #B-23-0641	2,871.29
IRS	Federal Payroll Taxes, January 2023 – 15,298.53 Balance due for taxes for period ending 6/30/2020 – 1,747.04	17,045.57
Met Life	Short and Long term disability insurance premiums, December 2022	1,135.04
AT&T	Phone services, City Hall – December 13, 2022 – January 12, 2023	2,098.75
VC3, Inc.	IT monthly services, December 2022, invoice #94398	2,555.36
Courtware Solutions	Licensing, support and maintenance for Municipal Court case management – December 2022	1,200.00
Latham Home Sanitation	Residential and Commercial Waste Removal Services December 2022	7,372.89

VENDOR	DESCRIPTION	AMOUNT
PURCHASES/CONTRACT LABOR		
C. David Strickland, P.C.	Legal services December 2022	1,020.00
McNair McLemore Middlebrooks & Co.	Assistance with FY 2022 audit and RLGf report	4,042.50
Mauldin & Jenkins, LLC	FY 2022 audit, invoice 1269322	10,000.00
Big & Heavy Equipment Services	Repairs to dump truck – invoice #4875	3,198.77
Viper Security Technologies, Inc.	Security Cameras for Asbury Street Park – invoice #14526 (paid from SPLOST 2017 funds)	7,089.16
Altec	Electric Digger Derrick line truck (paid from Electric Capital); P.O. 14233	207,290.00
Over and Under General Contractors, Inc.	Power pole repair at 802 Emory Street; invoice #15460 – 2,350.41 Emergency House service install Stone Street 12/24/2022; invoice #15456 – 1,069.56 Emergency outage 12/23/2022 – 2,654.10	6,074.07
Axon Enterprises Inc.	Body cameras and docking station – 3,187.92 Evidence.com 10 GB storage – 1,391.98	4,579.90
Utility Service Co, Inc.	Quarterly water tank maintenance; invoice #573146	3,122.62
Cintas	Uniform services for Public Works Dept. December 2022	1,292.76
Anixter	Electrical supplies	1,013.00