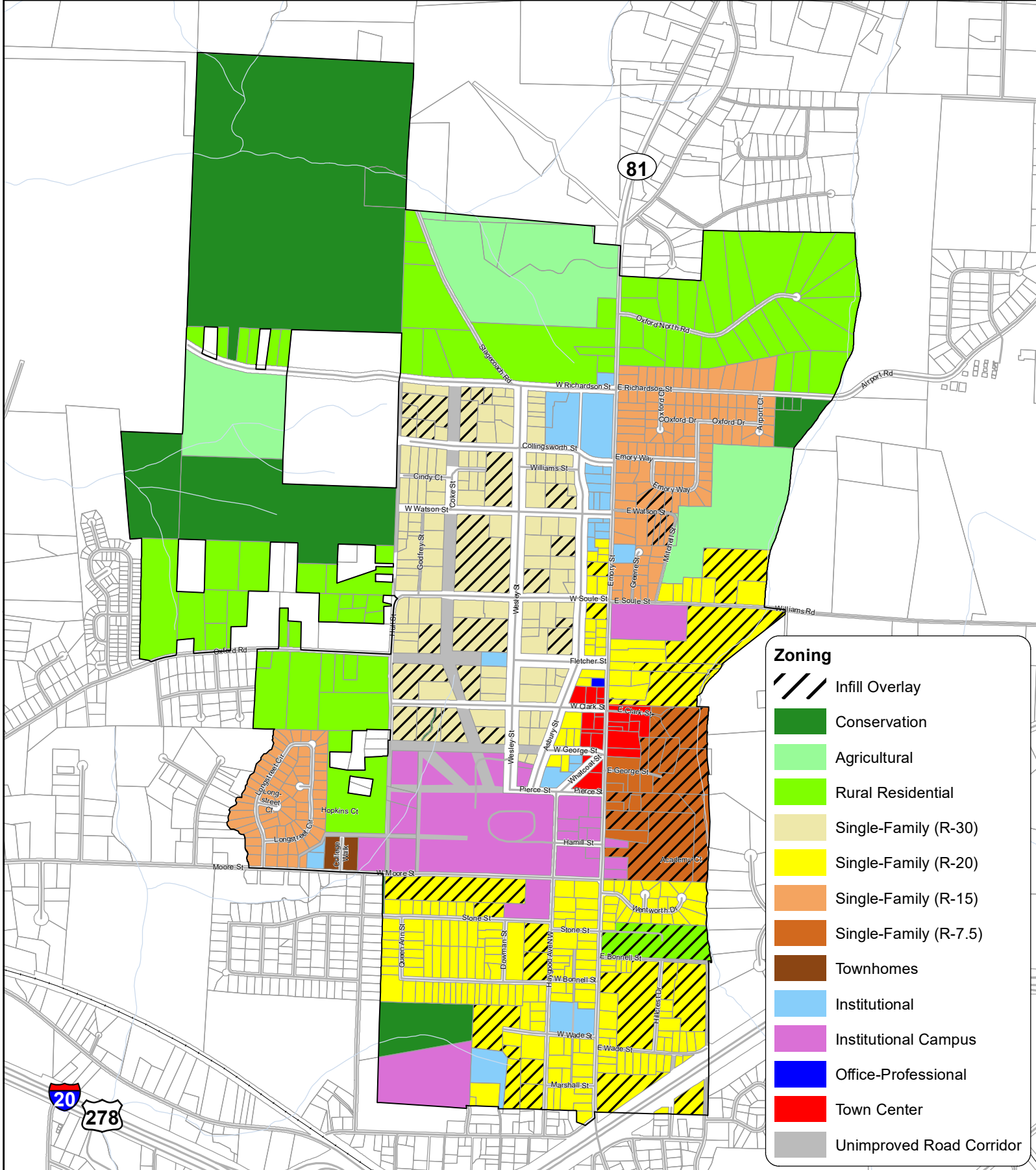


**OXFORD MAYOR AND COUNCIL
WORK SESSION
MONDAY, DECMEBER 14, 2020 – 6:30 P.M.
CITY HALL (VIA TELECONFERENCE)
A G E N D A**

1. **Mayor's Announcements**
2. **Committee Reports** – The Tree Board, Planning Commission, Sustainability Committee, and the African American History Committee will share with Council their priorities for 2021.
3. ***Land Use Planning Discussion** – Mayor Eady will lead a discussion on land use planning for the section of the city currently zoned R-7.5. We have attached a copy of the city's current zoning map.
4. ***Minor Subdivision Request** – The Planning Commission recommends the approval of a minor subdivision for Tony Ellis for his properties located along E. George Street. We have attached have a copy of the signed plat.
5. ***Credit Card Convenience Fees** – Marcia Brooks will lead a discussion on the city's current practice regarding credit card convenience fees.
6. ***Emory Street Sidewalk Project Intergovernmental Agreement (IGA)** – The existing IGA between Covington and Oxford for the Emory Street Sidewalk Project has expired. It details the specifics on both the contracting requirements and payment process. Covington will approve the revised IGA at their meeting on January 4th. We recommend that Council approve the revised IGA. We have attached the agreement.
7. **Emory Street Sidewalk Replacement Project** – The FY2021 Capital Budget includes \$100,000 to make repairs to the existing sidewalk that runs along the westside of Emory Street/SR 81 from the city-owned greenspace to Soule Street.
8. **Executive Session**

*Attachments

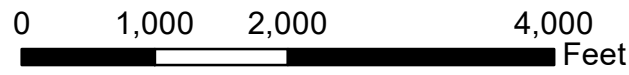
Oxford, GA Zoning Map (Revised October 15, 2018)



Zoning

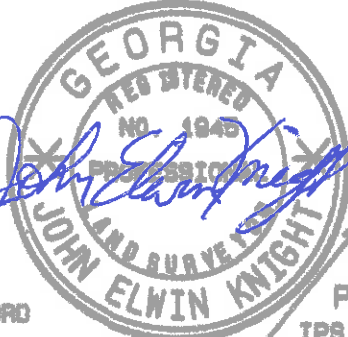
- Infill Overlay
- Conservation
- Agricultural
- Rural Residential
- Single-Family (R-30)
- Single-Family (R-20)
- Single-Family (R-15)
- Single-Family (R-7.5)
- Townhomes
- Institutional
- Institutional Campus
- Office-Professional
- Town Center
- Unimproved Road Corridor

- Streams
- Parcels
- Oxford City Limits



CLERK'S STAMP FILING BOX

NOTE:
The Certification, as shown hereon, is purely a statement of professional opinion based upon knowledge, information and belief, and based on existing field evidence and documentary evidence available. The Certification is not an expression or implied warranty or guarantee.

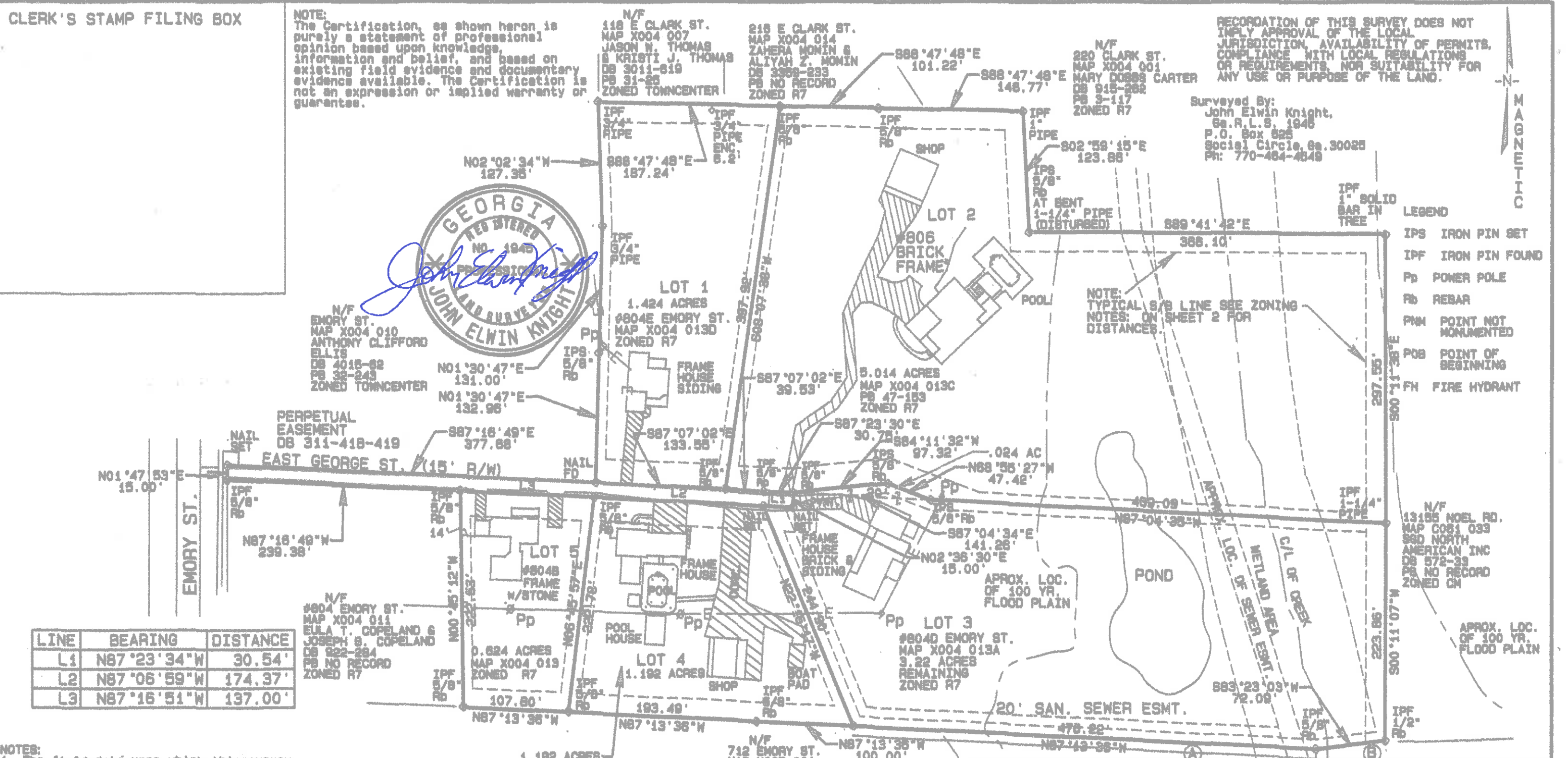


RECORDATION OF THIS SURVEY DOES NOT IMPLY APPROVAL OF THE LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.

Surveyed By:
John Elwin Knight,
Ga. R.L.S. 1945
P.O. Box 625
Social Circle, Ga. 30025
Ph: 770-464-4549

MAGNETIC

- LEGEND
- IPS IRON PIN SET
 - IPF IRON PIN FOUND
 - Pd POWER POLE
 - Rd REBAR
 - PNM POINT NOT MONUMENTED
 - POB POINT OF BEGINNING
 - FH FIRE HYDRANT



LINE	BEARING	DISTANCE
L1	N87°23'34"W	30.54'
L2	N87°06'59"W	174.37'
L3	N87°16'51"W	137.00'

NOTES:
1. The field data upon which this survey was based has a closure precision of one foot in 11,302 feet and angular error of 20 seconds per angle point and was not adjusted.
2. The closure precision for each lot exceeds one foot per 100,000 feet.
3. The equipment used to prepare this survey was a TOPCON GTS-9C & LIETZ SET 3 total station.
4. A portion of this survey is in a FIRM designated 100 yr. flood plain according to FIRM map #13217C0126D effective date 3/17/2014.
5. The field work for this plat was done in MAY TO AUG 2018, & OCT/2020. The plat was drawn on date shown in the title block.
6. All nails set are in asphalt on R/W of East George St.

N/F #2315 IRIS DR
MAP C061A 004
JOHN LITTLE
DB NO RECORD PB 47-220
ZONED CM

N/F EMORY ST.
MAP X005 001
LARRY JOE ROSS JONES
DB 3809-888
PB NO RECORD
ZONED R7

GRAPHIC SCALE 1"=100'

PLAT OF SURVEY FOR: ANTHONY C. ELLIS		SHEET 1 OF 2	
Scale: 1"=100	LAND DISTRICT 9 LAND LOT 288		
Date: 12/10/2020	CITY OF OXFORD NEWTON CO., GEORGIA		
Revised:	Drawn By: B.R.W.		
Job:	Surveyor: JOHN ELWIN KNIGHT GA. R.L.S. #1945		

CLERK'S STAMP FILING BOX

Owner Certification

The Owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that all state, city and county taxes or other assessments now due on this land have been paid in full.

Anthony C. Ellis 12/10/2020
 Owner Date

 Owner Date

Dedication Certification

It is hereby certified that the land and improvements shown on this plat and designated as being "Dedicated to Public Use," are hereby dedicated to the City of Oxford, State of Georgia for public use.

Anthony C. Ellis 12/10/2020
 Owner Date

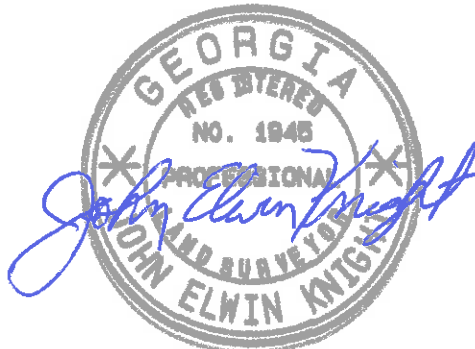
 Owner Date

ZONING NOTES:

R-7.5 ZONING
 MIN. ACREAGE PER DWELLING UNIT .17 AC.
 MIN. LOT SIZE, DETACHED SINGLE FAMILY DWELLING (SQ. FT.) 7,500 SF
 MIN. LOT SIZE FOR OTHER PERMITTED USE (SQ. FT.) 7,500 SF
 MIN. LOT WIDTH, ALL USES (FT.) 50'
 MIN. FLOOR AREA PER DWELLING 1,200 SF
 MAX. BLDG. COVERAGE (PER CENT) 25%
 MAX. BLDG. HEIGHT (FT.) 35'
 SETBACKS
 FRONT (FT.) 25' MIN.
 SIDES (FT.) 10' MIN.
 REAR (FT.) 20' MIN.
 ACCESSORY BLDG.
 FRONT (FT.) N/A
 SIDE (FT.) 5' MIN.
 REAR (FT.) 10' MIN.

TOTAL ACREAGE

TRACK 1	1.424 ACRES
TRACT 2	5.014 ACRES
	0.024 ACRES
TRACT 3	3.220 ACRES
TRACT 4	1.192 ACRES
TRACT 5	.624 ACRES
TOTAL	11.498 ACRES



OWNER/DEVELOPER
 ANTHONY C. ELLIS
 804 EMORY ST.
 OXFORD, GA.
 PHONE: 678-725-1405

Surveyed By:
 John Elwin Knight,
 Ga. R.L.S. 1945
 P.O. Box 625
 Social Circle, Ga. 30025
 Ph: 770-484-4549

Tax Assessor's Certification

The pins and addresses have been added and approved by the Newton County Tax Assessors Office.

 GIS Technician Date

Final Plat certification

This final Plat has been reviewed by the City of Oxford for compliance with the requirements of zoning regulations and is hereby approved for recording.

 Signature Date

The sewer system to be installed per the City of Oxford specifications has been approved by the City of Oxford.

 Signature Date

The drainage provisions to be installed per the City of Oxford specifications has been approved by the City of Oxford.

 Signature Date

NOTE:

The Certification, as shown hereon is purely a statement of professional opinion based upon knowledge, information and belief, and based on existing field evidence and documentary evidence available. The Certification is not an expression or implied warranty or guarantee.

Surveyor Certification:

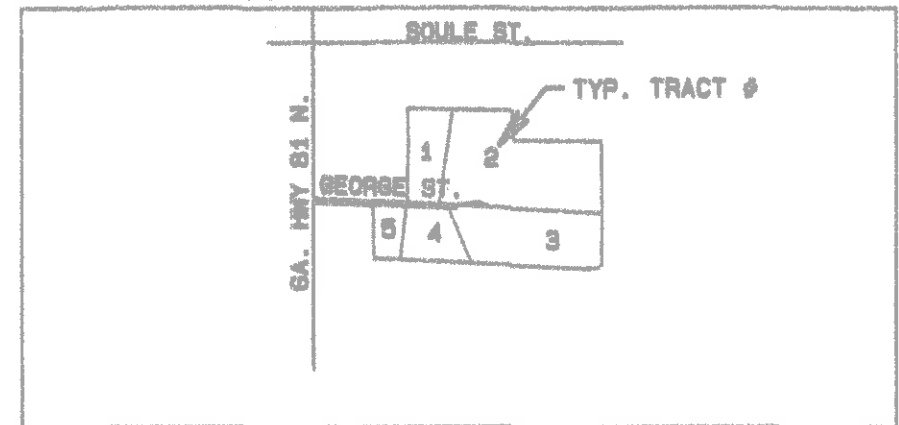
As required by subsection (c) of O.C.G.A. section 15-6-57, This plat has been prepared by a Land Surveyor and approved by all Applicable local jurisdictions for recording as evidence by approval certificates, stamps, or statements hereon, such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to the intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-57.

Surveyors Certification.

It is hereby certified that this plat is true and correct and was prepared from an actual survey by me or under my supervision, that all the monuments shown hereon actually exist or are marked "future," and their size, location, and type material are correctly shown, and that all engineering requirements of the City of Oxford have been fully complied with.

John Elwin Knight, G.A.R.L.S. 1945 12-10-2020
 G.A.R.L.S. No. 1945 Date

VICINITY MAP NO SCALE



PLAT OF SURVEY FOR:
 ANTHONY C. ELLIS

SHEET 2 OF 2

Scale: 1"=100 LAND DISTRICT 9 LAND LOT 288

Date: 12/10/2020 CITY OF OXFORD NEWTON CO, GA.

Revised: Drawn By: B.R.W.

Job: Surveyor: JOHN ELWIN KNIGHT GA. R.L.S. #1945



Projected Annual Costs to Absorb Customer Credit Card Fees

Council Meeting – 6:30 PM on Monday, December 14

Current Cost of Accepting Credit Cards

- Customers are charged 2.75% convenience fee in office to use a credit card, 3% convenience fee to pay utility bill online
- In office credit cards
 - Convenience Fee is not passed to City of Oxford
 - No merchant cost to City of Oxford
- Online credit cards
 - Convenience Fee is passed to City of Oxford
 - City of Oxford retains convenience fee paid by customer and pays merchant fees to bank
 - For the period of October 2019 – September 2020, City of Oxford received \$12,865.95 from customers and paid \$12,940.15 in merchant fees

Credit Cards in Person

- Very few customers pay by credit card in person. Staff estimates that we must advise on average 10 customers per week that we do not accept Visa.
- Most of the time in these situations the customer does not have another type of card and must pay by check or cash.
- The few customers who do pay by credit card usually ask the clerk to calculate the fee amount before the credit card is run.
- These factors increase manual labor for our clerks, making them less efficient.

Credit Cards in Person

- Our merchant services provider for in person credit card payments has advised us that Visa policies will not allow charging a convenience fee for utility services. The merchant provider is not able to waive convenience fees for one type of card only – it must be waived for all cards.
- Based on this factor, when the City of Oxford began accepting credit cards in the office, staff decided not to accept Visa so that a convenience fee could be charged for the other card types (MasterCard, Discover, American Express)

Projected Cost to Absorb Convenience Fees – In Person

- 10 transactions per week
 - \$1.77 average cost per transaction for \$100 payment (provided by merchant provider)*
 - \$17.70 cost per week x 52 weeks = \$920.40 annual cost
 - Add 25% increase - \$1,150.50 annually estimated cost
-
- *Average transaction payment during the period of 10/1/19-9/30/20 was \$67.68

Projected Cost to Absorb Convenience Fees – Online

- Total Utility Sales October 2019-September 2020 - \$3,209,715.50
- Average rate of sales portion paid by credit cards – 12%
- Net cost to City of Oxford for period - \$74.20 (merchant fees paid less convenience fees received from customers)
- Projected annual cost to absorb all fees:
 - Assume 20% increase to 14.4% of sales portion paid by credit cards
 - Convenience fees – \$12,865.95 + 2.4% = \$13,174.73
 - Merchant fees – \$12,940.15 + 2.4% = \$13,250.71

Impact Summary

	Actual Cost 10/1/19-9/30/20	Projected Cost 1/1/21 – 12/31/21
In Person	\$0	\$1,150.50
Online	\$74.20	\$26,425.44

Total Projected Annual Cost - \$27,575.94

Questions or
Comments.

**INTERGOVERNMENTAL AGREEMENT FOR
REIMBURSEMENT BY THE CITY OF OXFORD TO THE
CITY OF COVINGTON FOR SIDEWALK
CONSTRUCTION INVOICES**

This Intergovernmental Agreement entered into this the ____ day of December 2020 (the “Effective Date”), by and between **the City of Oxford**, a Georgia municipal corporation acting by and through its Mayor and Council (hereinafter “Oxford”), and **the City of Covington**, a Georgia municipal corporation acting by and through its Mayor and Council (hereinafter “Covington”).

WITNESSETH

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, Covington will contract with the Georgia Department of Transportation (hereinafter “GDOT”) and the chosen contractor for the completion of sidewalk right-of-way acquisition and construction, partially within the city limits of Oxford, **Project No. 0012647**;

WHEREAS, Oxford desires to contract with Covington for payments by Oxford to Covington for amounts due for the portions of said project within Oxford’s city limits.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, the parties hereby agree as follows:

1. Oxford agrees to maintain a minimum \$50,000.00 balance in an account established by Covington at an FDIC insured bank for such purpose from which Covington may unilaterally draw funds to pay invoices for the cost of Oxford’s portion of said project.
2. In the event the balance in such account falls below \$50,000.00 or Covington receives invoices in an amount exceeding the balance in such account, Covington shall notify Oxford of such deficiency. Oxford shall have 10 days from receipt of such notice to replenish the balance in the account to the larger of \$50,000.00 or the amount necessary to timely pay such invoices. At such time as the total amount of all contractual obligations for completion of the Project is less than \$50,000.00, the minimum amount required to be maintained in the escrow account shall be reduced to the amount required for completion of Oxford’s portion of said project. The parties recognize and agree that it is anticipated that the Georgia Department of Transportation will make periodic reimbursement payments to Covington in a total amount equal to 75% of said project. It is the intention of the parties that Covington shall not be required to advance its funds in order to pay invoices as they are due and payable. To the extent Oxford is required to deposit funds in such account in order for Covington to timely pay any such invoices,

- Oxford shall be entitled to repayment of such deposited amount in excess of \$50,000.00 upon receipt by Covington of reimbursement from the Georgia Department of Transportation and, upon completion of the Project, shall be entitled to return of all funds, if any, remaining in the escrow account.
3. Oxford, acting through its independent contractor or agents, shall perform all construction administration services and construction materials testing of the portions of said project within Oxford's city limits.
 4. Except for those payment obligations of Covington expressly set forth herein, Oxford shall timely perform all obligations of Covington under that certain Agreement by and between Covington and GDOT for Transportation Facility Improvements dated December 11, 2013, a copy of which is attached hereto at Exhibit "A" and incorporated herein by reference.
 5. To the fullest extent permitted by law, Oxford agrees to defend, indemnify and hold Covington and its agents and employees harmless against any claim(s) (including but not limited to, challenges, contests etc.) losses or expenses (including but not limited to, attorney fees and court fees) arising out of the performance or failure to perform the services provided by this Agreement.
 6. The term of this Agreement shall be for twelve (12) months beginning on the Effective Date provided above.
 7. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia.
 8. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
 9. The parties hereto shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations concerning the subject matter of this Agreement.
 10. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
 11. 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.
 12. The parties hereto agree to submit any controversy arising under this Agreement to mediation for a resolution. In the event the parties cannot agree on a mediator, the mediator will be selected by the Senior Judge of the Newton County Superior Court. The cost of mediation shall be borne equally by the parties.
 13. No party hereto may assign any function or obligation undertaken by such party without the written approval of the other parties.

14. This Agreement shall be binding upon the parties and their successor and assigns for the full period of the term.
15. This Agreement constitutes the sole and final agreement between the parties relating to the subject of this agreement and all prior or contemporaneous agreements are superseded by it.

IN WITNESS WHEREOF, the parties hereto have caused their respective officers have caused this Agreement to be executed in their respective names and set their hands and to affix the respective seals of the parties the day and year first written above.

THE CITY OF OXFORD, GEORGIA

By: _____
David S. Eady, Mayor

Attest: _____
Marcia Brooks, City Clerk

THE CITY OF COVINGTON, GEORGIA

By: _____
Steve Horton, Mayor

Attest: _____
Audra Gutierrez, City Clerk