

**OXFORD MAYOR AND COUNCIL
REGULAR MEETING
MONDAY, JULY 6, 2020 – 7:00 P.M.
CITY HALL (VIA TELECONFERENCE)
A G E N D A**

PUBLIC HEARING – 7:00 PM

Variance Request - The City Council of the City of Oxford will conduct a public hearing on Monday, July 6th at 7:00 PM. The purpose is to consider a request for a zoning variance from Art and Laurie Vinson on the 10-foot minimum side setback requirement to allow for improvements to an existing non-conforming 14' x 18' accessory building.

1. Call to Order, Mayor David S. Eady
2. Invocation
3. Pledge of Allegiance
4. Motion to accept the Agenda for the July 6, 2020 Mayor and Council Regular Meeting.
5. **CONSENT AGENDA**
 - a. * Minutes of the Regular Session June 1, 2020.
 - b. * Minutes of the Work Session June 15, 2020.
 - c. * Minutes of the Trees, Parks and Recreation Board February 11, 2020.
 - d. * Minutes of the Planning Commission April 14, 2020.
6. Mayor's Report.
7. Planning Commission Recommendations/Petitions.
8. Citizen Concerns.
9. **COVID-19 Update** – Council will discuss any city business related to the Coronavirus pandemic.
10. * **Discussion on Transportation-Special Purpose Local Option Sales Tax (T-SPLOST)** – Council will discuss the intergovernmental agreement (IGA) between Newton County and the municipalities regarding the proposed T-SPLOST referendum. We have attached the IGA.
11. * **Discussion on the Consecutive Water System Agreement** – Council will discuss the intergovernmental agreement (IGA) between Newton County and the consecutive water systems regarding the distribution and treatment of potable water. It is proposed that the Council will vote on the IGA in a called meeting prior to the July Work Session. We have attached the IGA.

12. * **Variance Request for 903 Asbury Street** – Council will decide whether to grant the variance request on the minimum side setback for the property owners at 903 Asbury Street. We have attached the variance request.
13. * **Voting Delegates for the Municipal Electric Authority of Georgia** – Council will discuss appointing a new voting delegate and alternate to serve as the city’s representatives for the Municipal Electric Authority of Georgia. We have attached a copy of the resolution.

14. **Invoice Approval**

INVOICES OVER \$1,000.00

VENDOR	DESCRIPTION	AMOUNT
RECURRING CHARGES		
City of Oxford Utilities	Monthly utility charges month of May 2020	1,393.87
GMEBS Life and Health Insurance Program	Monthly employee insurance premiums, July 2020, Invoice #300956	11,175.84
GMEBS Retirement Trust	Monthly Retirement Fund June, Inv# 376259	5,972.25
GMA Workers’ Comp Self-Insurance Fund	2019 Audited Annual Premium, Inv. #300845	1,198.00
Georgia Environmental Finance Authority (GEFA)	Monthly Payment on Loan 2016L06WQ	4,556.05
Latham Home Sanitation	Commercial Waste Removal Services May	6,891.38
Newton County Board of Comm.	Water Purchase for May, Invoice #2705	16,713.00
Newton County Water & Sewerage Authority	Sewer Treatment Fees 4/29/20-5/28/20, Inv. #268242	7,477.13
Southeastern Power Administration	SEPA Energy Cost (May) Inv. #B-20-2015	3,118.71
Municipal Electric Authority of Georgia (MEAG)	Monthly Electric Purchases for May (net of Year-End Settlement Refund)	30,335.39
Electric Cities of Georgia (ECG)	Electric Utility Management Services June 2020, Inv. #53777-IN	5,158.00
AT&T	Telecomm charges May 2020	1,157.20
Harris Computer Systems	FY2021 Software Maintenance, Inv. #6591	20,949.56
Sophicity	June IT in a Box/Maintenance Charges, Inv. #12918	1,996.84
Sophicity	July IT in a Box/Maintenance Charges, Inv. #12918	1,996.84
IRS	Federal Payroll Taxes, May 2020	11,098.21
PURCHASES/CONTRACT LABOR		
Freeman Law Firm, LLC	Legal Services (Solicitor), Inv. #252	1,400.00
Steven A. Hathorn, P.C.	Legal Services (Municipal Court Judge)	1,250.00

VENDOR	DESCRIPTION	AMOUNT
McNair McLemore Middlebrooks & Co.	Financial Consultant Services, Inv. #84630	1,120.00
The Hall Company	Laser Utility Bills/Window Envelopes/Return Envelopes, Inv. #29165	1,848.42
HCS Services, LLC	Moore St. Sidewalk Project, Draw #5	70,000.00
HCS Services, LLC	Moore St. Sidewalk Project, Storm Drain Repair (change order)	10,000.00
Burford's Tree, LLC	FY2020 Powerline Tree Trimming, Inv. #OXGA2320	4,552.00
Burford's Tree, LLC	FY2020 Powerline Tree Trimming, Inv. #OXGA2420	4,552.00
Scarborough Tree, Inc.	Treetop and Stump Removal/Storm Damage Cleanup 6/1/2020	3,600.00
Gresco Utility Supply, Inc.	Electric Supplies for Moore St. Line Work, Inv. #10141479-00	4,965.00
Gresco Utility Supply, Inc.	Electric Supplies for Moore St. Line Work, Inv. #10140224-01	1,283.25
MHB Paving, Inc.	FY2019 LMIG Patching Project, Inv. #20-18053	19,747.91
Brown's Asphalt Maintenance, Inc.	FY2020 Sign Replacement Project, Inv. #602	26,509.00
Marable-Pirkle, Inc.	Storm Damage Repair 6/1/2020, Inv. #13551	3,367.46
City of Winterville	Purchase of Used Police Car	3,500.00

15. **Executive Session** – Personnel.

16. **Adjourn**



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, June 1, 2020 – 7:00 PM
Via Teleconference
DRAFT**

ELECTED OFFICIALS PRESENT:

David Eady – Mayor
George Holt – Councilmember
Jim Windham – Councilmember
Jeff Wearing – Councilmember
Avis Williams – Councilmember
Lynn Bohanan – Councilmember

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
Jody Reid – Utility Superintendent
Dave Harvey – Police Chief
David Strickland – City Attorney

ELECTED OFFICIALS NOT PRESENT:

Laura McCanless – Councilmember

OTHERS PRESENT: Rev. Johnetta Johnson, Mike Ready, Alice (LNU)

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. The invocation was delivered by Rev. Johnetta Johnson (Rust Chapel United Methodist Church).
3. Pledge of Allegiance.
4. **A motion was made by Jeff Wearing to accept the Agenda for June 1, 2020. Avis Williams seconded the motion. The motion was approved unanimously (6/0).**
(Attachment A)
5. **A motion was made by Jeff Wearing to accept the Consent Agenda for June 1, 2020. Avis Williams seconded the motion. The motion was approved unanimously (6/0).**
(Attachment B)
6. **Mayor's Report**
Mayor Eady thanked Rev. Johnson for joining the meeting to deliver the invocation.

As discussed at the May 18th work session, opening City Hall and the pavilion and playground equipment at Asbury Street Park will be discussed at the June work session. Two upcoming events will provide test runs for reopening: the Georgia Primary election on June 9th and municipal court on June 18th.

7. **Planning Commission Recommendations/Petitions**

None

8. **Citizen Concerns**

None.

9. **Personnel Recommendations for the FY2021 Budget**

Staff is making some recommendations to restructure some personnel classifications and associated pay structures. These recommendations were discussed during the Executive Session on May 4, 2020. The changes are aligned with the FY2021 budget and would become effective July 1, 2020.

George Holt made a motion to approve the personnel recommendations for the FY2021 budget. Jim Windham seconded the motion. The motion carried unanimously (6/0).

10. **Latham Home Sanitation, Inc.** (Attachment C)

The provider of garbage and recycling pickup services for the City of Oxford, Latham Home Sanitation, Inc., has requested a \$.76 increase per residential customer. Staff recommends approval of the request effective with their contract renewal on July 1, 2020.

Jeff Wearing made a motion to accept the \$.76 price per residential customer increase by Latham Home Sanitation, Inc. effective July 1, 2020. George Holt seconded the motion. The motion carried unanimously (6/0).

11. **Operating Budget and Capital Budget for FY2021** (Attachment D)

The Operating Budget and Capital Budget for FY2021 have been discussed during several Council work sessions. A public hearing was held on May 18 to receive comments regarding the proposed budgets. All comments have been addressed. Staff recommends approval of the budget resolution for the Operating Budget and Capital Budget for FY2021.

George Holt made a motion to approve the Operating Budget and Capital Budget resolution for FY2021. Jeff Wearing seconded the motion. The motion carried unanimously for the Operating Budget (6/0). The motion carried for the Capital Budget (5/1). Jim Windham voted nay for the Capital Budget.

12. **Change Order and Budget Amendment for Moore Street Sidewalk Repair** (Attachment E)

During work on the Moore Street Sidewalk Project, it was discovered that several large sections of an existing 24" steel storm drainpipe have severely eroded. The sidewalk is to be installed over this pipe. Staff recommends replacement of 264 feet of 24" steel storm drainpipe with a high-density polyethylene (HDPE) pipe. The total amount of the change order is \$10,000. The revised total cost for the project exceeds the approved budgeted amount. Staff recommends approval of a budget amendment to authorize completion of the project at the revised amount.

George Holt made a motion to approve the budget amendment to authorize completion of the Moore Street Sidewalk Repair project at the revised amount. Jim Windham seconded the motion. The motion carried unanimously (6/0).

13. **2nd Reading for Ordinance for Health Insurance** (Attachment F)

The City of Oxford joined the health and life insurance plan offered by the Georgia Municipal Association (GMA) in April. A requirement of joining this plan was to adopt an ordinance. The first reading for the ordinance was the April regular session. Given the timeline to sign up employees for the plan, it was necessary to sign the ordinance and return it to GMA immediately after the meeting. The ordinance is now presented for its second reading per City of Oxford requirements. Once the ordinance is approved it will be codified in the City of Oxford ordinances. Staff recommends acceptance of the ordinance stating that the City of Oxford is joining the GMA's health and life insurance plan.

Jim Windham made a motion to accept the ordinance stating that the City of Oxford is joining the GMA's health and life insurance plan. George Holt seconded the motion. The motion carried unanimously (6/0).

14. **FY2020 Bad Debt Expense**

Each fiscal year, the City of Oxford designates a portion of its Operating Budget to be expensed due to uncollectible utility accounts. The FY2020 Operating Budget include \$32,800 for bad debt expense, divided as follows: \$22,500 – Electric Fund; \$6,000 – Water/Sewer; \$4,300 – Sanitation. Staff has identified uncollectible utility fees assessed totaling \$31,982.33. Staff recommends approving recognition of these uncollectible accounts as bad debt expense for FY2020.

George Holt made a motion to approve recognition of the identified uncollectible accounts as bad debt expense for FY2020. Jeff Wearing seconded the motion. The motion carried unanimously (6/0).

15. **Invoice Approval**

George Holt commented that most of the purchases listed have already been paid. He asked why they are being presented for approval. He acknowledged that some changes to the city's financial policy to only address diversions from the budget were discussed in 2014 but he does not know if those changes ever passed. He will work with Matt to review the financial policies and determine if any changes are still needed.

Jim Windham asked what the status of the Moore Street project is (percentage complete). Public Utility Superintendent Jody Reid advised they are about 70% complete.

Mr. Windham asked if the vendor has indicated when he plans to start on East Clark Street. Mayor Eady stated that the East Clark Street project was put on hold due to budgetary constraints, and the property was conveyed to the Downtown Development Authority (DDA). Mr. Holt added that this was discussed during the Capital Budget reviews.

Mr. Windham stated that the Council has approved \$200,000 for the DDA in the FY2021 Capital Budget that they can spend immediately. Mayor Eady reiterated his and Mr. Holt's

comments from the May 18th Council Work Session. Mr. Holt had stated that items are listed in the Capital Budget as placeholders and remain there sometimes for several years until there is funding to complete them. Mayor Eady had stated that he does not expect the Whatcoat Street, East Clark Street, and Yarbrough House projects to be completed during FY2021 due to current economic conditions.

Mr. Windham expressed concern about legal exposure to the city for delaying the project since it was condemned for transportation purposes. He requested that Mayor Eady discuss this issue with City Attorney David Strickland. Mr. Strickland stated that there would not be any further legal exposure to the city because the matter is concluded. For clarification, Lynn Bohanan asked if the property must be used for the original intended use for which it was condemned. Mr. Strickland stated that the transportation code was used for the condemnation, which does not require that the property be used for the originally stated purpose.

Mayor Eady asked for confirmation from Mr. Strickland that the condemned property and the city-owned property behind Orna Villa were both conveyed to the DDA. Mr. Strickland stated he believed that was true although he did not have the paperwork in front of him. Mayor Eady expressed that because the DDA owns the land, the project must be discussed further with them, and the source of the money to fund the project must be identified.

Jeff Wearing made a motion to approve the invoices over \$1,000.00. George Holt seconded the motion. The motion carried unanimously (6/0).

16. **Executive Session**

None

17. **Jim Windham made a motion to adjourn Regular Session at 7:38 pm. Lynn Bohanan seconded the motion. The motion was approved unanimously (6/0).**

Respectfully Submitted,

Marcia Brooks
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
WORK SESSION
MONDAY, JUNE 15, 2020 – 6:30 PM
VIA TELECONFERENCE
DRAFT**

ELECTED OFFICIALS PRESENT:

David Eady – Mayor
George Holt – Councilmember
Jim Windham – Councilmember
Jeff Wearing – Councilmember
Lynn Bohanan – Councilmember
Avis Williams – Councilmember

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
Melissa Pratt – Associate Clerk

ELECTED OFFICIALS PRESENT:

Laura McCanless - Councilmember

OTHERS PRESENT: Laura Gafnea, Art Vinson, Laurie Vinson, Mike Ready, Michael McQuaide, Barbara Cole, Nick Cole

Agenda (Attachment A)

1. Mayor's Announcements

Several residents in Oxford were impacted by this afternoon's severe storm. A tree fell into the living room of a house on Emory Way, but no one was injured. Marable-Pirkle is assisting the Public Works staff with power restoration on West Bonnell Street. The Public Works staff will be working on downed trees and limbs once power is restored.

2. Reopening City Hall

Matt Pepper advised we have ordered hand sanitizer dispensers. Staff has plenty of masks and hand sanitizer. He feels that staff has the supplies and materials needed to stay safe for a reopening.

Mayor Eady asked if the staff feel comfortable with reopening. Mr. Pepper believes staff is comfortable with the protections in place. Marcia Brooks and Melissa Pratt both stated that they feel comfortable and that they City has done everything it can to make the office environment safe.

Mayor Eady expressed his appreciation for the staff's feedback and expressed that they do not want to put anyone unnecessarily at risk. He expressed his appreciation for the staff continuing to work during this difficult time and to meet the citizens' needs.

Further discussion resulted in the following decisions:

1. City Hall will reopen on June 29, 2020 provided the following conditions are met:
 - a. Employees in the City Clerk's office will practice safe distancing and will always wear masks.
 - b. Employees in the City Clerk's office will serve customers from behind the glass partition in the office.
 - c. All customers and visitors will be required to wear a mask inside City Hall.
2. Mayor Eady, Matt Pepper, and Marcia Brooks will have discretion to reclose City Hall if circumstances warrant without approval of the full Council.
3. The pavilion and playground at Asbury Street Park will also reopen on June 29, 2020. Signage will be placed throughout the park advising patrons to wear a mask, practice social distancing, and wash hands. The sign should also indicate that hand sanitizer is available at the pavilion. Patrons not following these requirements should be educated, not penalized. Mayor Eady requested that the staff share the sign design with the Council before ordering the signs.
4. The Farmer's Market will resume on June 29, 2020. Vendors should be advised to wear a mask when in close proximity with customers.
5. The Council does not feel that they can safely hold public meetings yet. There is not adequate space for them all to social distance. They may consider resuming in-person meetings with some Councilmembers present on site and some attending via teleconference. This issue will be discussed again at the July work session.

Mike Ready suggested that the boards and commissions such as the Downtown Development Authority and the Planning Commission could possibly begin meeting in person since they have smaller groups and can practice social distancing during their meetings. Laura Gafnea suggested allowing those groups to decide if they feel safe meeting in person and felt a hybrid approach for Council meetings may be feasible.

3. Penalties and Fees for Future Utility Bills

The City of Oxford has been waiving penalties and fees on utility bills for several months. The Council discussed whether the penalties and fees should be reinstated yet. Jeff Wearing expressed his opinion that the impact of COVID-19 is not yet over, and the penalties and fees should still be waived, with plans to discuss the issue again at the July work session. All other City Councilmembers agreed.

4. **Discussion on Variance Request for 903 Asbury Street** (Attachment B)

Art and Laurie Vinson submitted a request for a variance at their property to make improvements to an existing structure at 903 Asbury Street. A variance is requested for the 10-foot minimum side setback requirement. The Planning Commission recommends approval of the variance request. Mr. and Mrs. Vinson have spoken with their neighbors, and none have voiced any opposition. They have a letter indicating as such from one of their neighbors.

George Holt asked what criteria is being used to approve the variance. He just wants to ensure that there are valid grounds for approval that can apply to others who make this request. James Windham explained that in the past, if there was no opposition from neighbors, when the changes do not infringe on the property line, and particularly with existing buildings, the variance has been generally granted. Mayor Eady added that if the footprint of the building is not changing, the variance has been granted. Mr. Windham also stated that another criterion used in the past is that it is a permanent building.

A formal hearing for this request will be held at the beginning of the July regular session. The variance can then be voted on in the regular session. All Councilmembers present were in favor of approving the request. In the interest of fair due process, Mayor Eady asked Mr. Vinson if he feels comfortable with the hearing being held via teleconference. Mr. Vinson indicated he has no problem with this.

5. **July 4th Parade**

Mayor Eady stated that some from the community had expressed displeasure on the city's Facebook page concerning the cancellation of the July 4th parade. There is little time remaining to organize the event at the scale it is usually held, but if the Oxford Historical Society and Oxford Lions Club wish to take it on at this point we will not prohibit them from doing so. However, Highway 81 will not be blocked for a parade.

No Councilmembers were in favor of modifying their original decision.

6. **Emory Sewer Project** (Attachment C)

Grass seed was planted at six homes on Emory Street to restore grass that was dug up to install the sewer main on Emory Street. The seed that was planted has not grown well. Staff recommends replacement of the seed and straw with Centipede sod. Three bids have been obtained for this work. Staff recommends approval of the lowest bid by CMC Landscaping for \$7,100.00.

Matt Pepper added that the bid from CMC Landscaping was revised and sent out to the Councilmembers with specific details regarding the scope of the work to be performed. George Holt stated that the property owners should be required to sign a statement acknowledging that they will be required to water the sod at regular intervals to maintain its health.

All Councilmembers and citizens present were in favor of approving the installation of the sod and requiring the signed statement.

7. **Spare Vehicle for the Police Department**

During budget discussions Mayor Eady stated that the City may try to find a used police car that can serve as a spare until the Police Department can purchase a new car and rotate one of their current ones out for a spare. A fully equipped 2008 Crown Victoria Interceptor with approximately 86,000 miles is available from the City of Winterville for \$3,500. The odometer must be replaced, and the lettering must be changed. Chief Harvey has driven the vehicle and is impressed with it. Chief Harvey is requesting authorization to make the purchase. There was no opposition from Councilmembers present.

8. **101 Longstreet Circle Lot**

The lot at 101 Longstreet Circle was donated to the City of Oxford. A recommendation was made by James Windham to turn the lot into a passive park, however the Trees, Parks and Recreation Board recommended that a park not be built at this location. In the past one person had shown interest in purchasing the lot from the City of Oxford but would not agree to the terms proposed by the city. Mr. Hurenza Lewis has approached the city to express his interest in purchasing the lot to build a home on it. If the city wants to try to sell it, the proper procedures must be followed to solicit bids. The suggestion by Mr. Windham also still stands as a possible use of this land. Mr. Windham stated that it would also be a nice addition to the sidewalk that is already being installed.

Jeff Wearing stated that selling the property would generate tax and utilities revenue for the city. He is in favor of going through the process to solicit bids. He feels that a park is not feasible at this location.

George Holt stated he thought the neighbors in the area had indicated they did not want a park at the location. Mr. Windham agreed this was true, however, he thinks some may have misunderstood what he meant by park. He did not mean playground equipment or recreational areas. He meant an area of beautification. However, if Mr. Lewis is willing to meet the requirements of the solicitation and the city asks for a minimum bid, he does not have any major issues with moving forward with the bid solicitation.

Mayor Eady indicated the city would need to consult with its attorney to ensure procedures are followed. Mr. Windham stated that including a statement about the city having the right to refuse any and all bids should accomplish the same thing as setting a minimum bid. Mayor Eady summarized that the City Council is in agreement to try to obtain a market price for the lot and make it a home again. If this process is not successful, the city can return to the idea of making the lot an asset for the neighborhood.

Mayor Eady asked Matt Pepper to move forward with starting the procedure to solicit bids for the lot.

9. **Sustainability Committee**

Mayor Eady plans to appoint a standing committee that would continue to advise the City Council and to provide bandwidth for projects recommended by the previous committee. The committee will not have any authority per se, but will have permission to recommend and help execute projects the City Council is willing to invest in. Mayor Eady asked for

feedback from Councilmembers and recommend candidates for membership on this committee.

James Windham nominated Laura McCanless for the committee. He would also like to see the new committee review the recommendations from the previous committee to identify quick fixes. For example, he feels citizens calling for yard waste is more efficient than scheduling a day to drive throughout the city searching for yard waste that needs to be picked up. George Holt agreed with this recommendation.

Avis Williams expressed appreciation for the work done previously and would like to see movement on the recommendations from that group so that their effort is not wasted, and the new group does not have to start all over. Mayor Eady stated that he has spoken with Laura McCanless, and she is willing to serve on it.

Mayor Eady pointed out that some of the recommendations have already been implemented such as the ban on inorganic pesticides, the meadow rights-of-way, and the changes at City Hall which the staff have been very supportive of. These changes have laid the foundation for the new group moving forward. He will form the committee and asks anyone who has recommendations for membership to let him know.

10. Placement of the Little Library

The Councilmembers received an email with pictures of the Little Library that the Coles built. The Council approved placement of the Little Library within the city. The exact placement now needs to be decided.

Matt Pepper provided a recommendation from the Trees, Parks and Recreation Board to place it just off the concrete on the East side of the pavilion so that it is covered from the weather. Another option is to place it on one of the islands near the parking lot, but it would be more exposed to the weather there. Barbara Cole has advised that if it is not closed properly, rain can get inside it and damage the books.

Avis Williams asked who would be responsible for ensuring the compartment is closed properly. Jeff Wearing and James Windham both suggested adding a spring to the door. Mr. Wearing also would like to have another one installed close to Oxford College. Barbara Cole stated that when this project was approved, the plan was to have two placed in Oxford, one in Asbury Street Park and one near Oxford College. She also stated that the door may be too heavy for a spring, but it has a magnet and a latch. Her daughter's school has two on site, and they have not had problems. Mayor Eady and the Council thanked the Coles for completing the library. They made theirs extra-wide so that children's books and adult books could both be placed in it, and they have books to put in it when it is installed.

Mr. Windham suggested the door could face to the East to minimize exposure to weather. He also suggested placing covers over some of the benches and recommended having more than two Little Libraries. The bench areas would be good places for them.

All Councilmembers present were in favor of moving forward with the Little Library. Mayor Eady stated that the city does not have money in the budget for covers for the benches right now. His suggestion is to take the Trees, Parks and Recreation Board's recommendation of placing the first one on the East side of the pavilion. If this does not work well, it can always be moved later, and perhaps more can be installed at a later time. If all Councilmembers are amenable to this suggestion staff can proceed with getting the first one from the Coles and placing it at the park.

11. George Street Park Fence (Attachment C)

The Trees, Parks and Recreation Board recommends that the Council approve a contract with Bentley Cannon for \$3,600 to replace the existing split-rail fence at George Street Park. The Council previously approved a lower bid for this work, however, the bidder refused to sign the contract. The bid being presented for consideration was the other bid when the Council previously approved the work. Staff recommends that the Council award the contract to Bentley Cannon.

All Councilmembers approved moving forward with this contract.

12. Voting Delegates for the Municipal Electric Authority of Georgia (MEAG) (Attachment D)

A voting delegate and alternate are appointed by the city to serve as the city's representatives for MEAG. Neither of the designated officials are still on the City Council so new delegates must be appointed. A resolution should be signed stating that the City Council appoints Mayor Eady as the voting delegate. Mayor Eady recommended that James Windham serve as the alternate.

All Councilmembers were in agreement with the recommendations.

Mayor Eady adjourned the meeting at 8:09 p.m.

13. Executive Session

The City Council convened Executive Session at 8:15 p.m. to discuss real estate matters.

Respectfully Submitted,

Marcia Brooks
City Clerk/Treasurer

Trees, Parks and Recreation Board (TPR) – City of Oxford, GA

Minutes of Meeting **February 11, 2020**

Community Room, Oxford City Hall

At 5:03 PM, Chairman Ready called the meeting to order.

Attendance

Present – Members: Cheryl Ready, Mike McQuaide, Michael Rogers, Theresa Eady, Nakeisha Cummings, Anderson Wright, and Linda Allen.

Laura Gafnea, Director of Community Relations, Oxford College

Beryl Budd, City Arborist, GUFC

Laura McCanless, City Councilmember

Jody Reid, City Superintendent

Matthew Pepper, City Manager

Absent – Members: Robert Bayliss

Agenda for meeting: Upon motion of Mr. Wright, seconded by Ms. Eady, the agenda for the February 11, 2020 meeting was adopted. The vote was 7-0.

Minutes of meeting December 10, 2019: Upon motion of Ms. Eady, seconded by Ms. Allen, the minutes for the meeting held on December 10, 2019 were adopted. The vote was 7-0.

Reports and Updates:

1. Mitchell Street Park – The Board discussed the installation of a bench in Mitchell Street Park. Mr. Reid will help Mr. Wright install the bench in a suitable location.
2. George Street Park (Split Rail Fencing) – The Board reviewed the two bids received from The Fence Man for \$2,675 and Bentley Cannon for \$3,600 to replace the existing split-rail fence at George Street Park.

Upon motion of Mr. Rogers, seconded by Mr. McQuaide, the Trees, Parks and Recreation Board awarded the contract to The Fence Man for \$2,675, conditional upon approval by the Mayor and City Council, to replace the existing fence located at George Street Park. The vote was 7-0.

3. Emory Street Survivors – The Board did not discuss any items related to the existing trees on Emory Street from the city's water main upgrade project in 2014.
4. Asbury Street Park (Signage) –Mr. Pepper reported to the Board that the city has installed the updated rules signage at Asbury Street Park.
5. Soule Street Tree Decisions – Mr. Budd reported that he will order the black gum tupelo trees. Mr. Reid suggested that the trees be planted along the bank near the trail. He commented that

they may have a better chance of survival if planted along the bank. In addition, Mr. Reid agreed to help remove the invasive species in the area.

6. 6153 Emory Street – Mr. Pepper reported that the city is currently taking bids from contractors on the welcome sign. The bids are due by Friday, February 28th. Mr. Pepper will continue to provide updates to the Board on the project’s progression. Ms. Ready reported on the clearing work completed by volunteers on Martin Luther King, Jr. Day. The Board also reviewed the tree inventory for the property prepared by Mr. Budd. When the property is sufficiently dry, the city’s Public Works Department will begin removing the invasive species from the property. The Board agreed that the two Paper Mulberry trees could be removed.

Pruning Issues: Mr. Budd presented the bids for the city’s tree pruning for FY2020. The city received four bids from the following contractors: Arbor Guard (\$14,451); Downey Trees, Inc. (\$6,740); Premier Tree and Shrub, Inc. (\$5,000); and Arbor Equity (\$3,950). He recommended to the Board that they award the contract to Arbor Equity for \$3,950. The Board also discussed the possibility of completing some structural pruning work on some of the city’s existing trees. Mr. Budd estimated that the city has approximately 75 to 100 trees that could benefit from some structural pruning.

Upon motion of Mr. Wright, seconded by Mr. McQuaide, the Trees, Parks and Recreation Board awarded the contract to Arbor Equity for \$3,950 to complete the crown pruning work as specified in the Request for Proposals issued by the city. The vote was 7-0.

Moore Street Sidewalk Project: Mr. Pepper reported to the Board that the contractor had poured approximately 1500’ of the sidewalk. In addition, the contractor has completed some minor landscape work including laying some seed and straw in areas where the sidewalk is already installed.

Budget/Inventory: The Board reviewed their expenses in this year’s budget. In addition, the Board discussed how they plan to allocate their funds for the FY2021 budget.

Tree City/Growth Award Report: Ms. Ready shared with the Board the criteria to earn the Tree City USA Growth Award presented by the Arbor Day Foundation. She asked the Board to consider items that she could include in the application for next year’s award.

Arbor Day 2020: Regarding this year’s Arbor Day event, the Board discussed the following items:

- **Publicity:** Mr. Pepper will ask both the Covington News and the Rockdale-Newton Citizen to list the event on their calendar.
- **Awards:** The Board discussed the annual “Friends of Trees” awards presented to a member of the community at the Arbor Day event.

Upon motion of Mr. Wright, seconded by Ms. Allen, the Trees, Parks and Recreation Board approved Lauran Willis as the recipient of the “Friends of Trees” award for 2020. The vote was 7-0.

After further discussion, the Board decided to add Charlotte Johnson as a co-recipient of the “Friends of Trees” award to recognize her support for the city’s Arbor Day. Ms. Ready will take the plaque to be engraved.

- **Food:** Ms. Gafnea reported that Oxford College will provide the food and audio equipment for the event.

Concerns and Announcements: The Board did not discuss any items related to the

Adjournment: Upon motion of Mr. Rogers, seconded by Ms. Eady, the Board voted to adjourn the meeting at 6:33 PM. The vote was approved 7-0.

Next meeting will be April 14, 2020.

OXFORD PLANNING COMMISSION

Minutes – April 14, 2020

MEMBERS: Jonathan Eady, Chair; Zach May, Vice Chair; Juanita Carson, Secretary; Mike McQuaide, and Mike Ready. Kibbie Hatfield was absent.

STAFF: Matthew Pepper, city manager and zoning administrator.

GUESTS: Terry Clayton; Art Vinson; Adam Borsch, PE with AECOM.

OPENING: At 7:00 PM, Mr. Eady called the meeting to order and welcomed the guests.

MINUTES: Upon motion of Mr. Ready, seconded by Ms. Carson, the minutes for the meeting of March 10, 2020 were adopted. The vote was 5-0.

ART AND LAURIE VINSON DEVELOPMENT PERMIT APPLICATION (903 Asbury Street): The Commission reviewed the development permit application to make the following improvements to the accessory structure: repair the siding along the bottom of the building, add new steps leading to the front door, replace the windows and door. During the review, the Commission determined that the scope of work detailed in the development permit application is within the limits provided by the city's code for a non-conforming use.

Regarding the Commission's previous discussion about the accessory structure, Mr. Vinson reported that a property near his home is in the process of being sold. Once the sale is complete, he will talk with the new owner about an endorsement for the location of the accessory structure. He will then return to the Commission with a petition for a variance on the setbacks.

Upon motion of Mr. Ready, seconded by Ms. Carson, the Planning Commission approved the development permit application to make the improvements described in the scope of work to the accessory building located at 903 Asbury Street. The vote was 5-0.

TERRY CLAYTON DEVELOPMENT PERMIT APPLICATION (1207 Asbury Street) The Commission reviewed the development permit application to demolish the existing home and build a new home on the lot located at 1207 Asbury Street. The Commission confirmed that the new home would be built within the setbacks and meets the minimum square footage required for a home located within the R-30 zoning designation. Mr. Clayton shared that the new home would be wood framed with Hardiplank siding mixed with some stone and a roof similar to cedar shake. Although the plans submitted reference a basement, the Commission confirmed with Mr. Clayton that the new home will be built with a slab on grade without the basement. The Commission further stated that the building permits issued by the city's building inspector must reflect the actual plans. Mr. Clayton expects to start the work as soon as the building permits are issued.

Upon motion of Mr. May, seconded by Mr. McQuaide, the Planning Commission approved the development permit application to demolish the existing home and build a new home (excluding the plan's reference to the basement) on the lot located at 1207 Asbury Street. The vote was 5-0.

UNITED STATES POSTAL SERVICE DEVELOPMENT PERMIT APPLICATION (907 Emory Street): The Commission reviewed the development permit application to install a concrete parking lot and driveway behind the post office and make improvements to the existing parking lots. The Commission confirmed that the proposed concrete work will be completed within the property leased by the United States Postal Service. The Commission also discussed the materials that will be used for the repaving work completed on the existing sections of the parking lot. In addition, the Commission sought confirmation

from Mr. Borsch that the owner of the property approved the paving work. Mr. Borsch will provide the confirmation to Mr. Pepper. In addition, Mr. Pepper will add the zoning data on the application.

Upon motion of Ms. Carson, seconded by Mr. Ready, the Planning Commission approved the development permit application to install a concrete parking lot and driveway behind the post office and make improvements to the existing parking lots conditional upon confirmation of the property owner. The vote was 5-0.

OTHER BUSINESS: The Commission did not discuss any items related other business.

ADJOURNMENT: Mr. Eady adjourned the meeting at 7:33 PM.

Submitted by:

Juanita Carson, Secretary

**STATE OF GEORGIA
COUNTY OF NEWTON**

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the “Agreement”) is made this _____ day of _____, 2020__ by and between Newton County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, and the City of Covington, Georgia, a municipal corporation, the City of Mansfield, Georgia, a municipal corporation, the Town of Newborn, Georgia, a municipal corporation, the City of Oxford, Georgia, a municipal corporation, the City of Porterdale, Georgia, a municipal corporation, and the City of Social Circle, Georgia, a municipal corporation (hereinafter the “Municipalities” or “Cities”), acting pursuant to validly adopted resolutions by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the “Act”), authorizes the imposition of a Single County Transportation Special Purpose Local Options Sales and Use Tax (the “TSPLOST”) to fund authorized transportation purposes for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, in accordance with Section 48-8-262(a)(1) of the Act, the parties have determined that the majority of counties in the region served by the Northeast Georgia Regional Commission have not proposed a referendum on a regional transportation special purposes sales and use tax; and

WHEREAS, the governing authorities County and the Municipalities met together on _____, 2020 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262(a)(2) of the Act; and

WHEREAS, the County and the Municipalities desire to execute an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST and the rate of such tax; and

WHEREAS, the County proposes to issue general obligation debt in the amount of \$ _____ to fund some of the Projects defined herein;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the Municipalities as follows:

Section 1. Representation of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering this Agreement:

(a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on November 3, 2020, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a TSPLOST of one percent shall be imposed on all sales and uses subject to the sales and use tax in the special district of Newton County, as authorized by the Act for up to 20 calendar quarters (five years) commencing on April 1, 2021 for the purpose of funding specified Projects (hereinafter more fully referred to and defined), and whether or not the County shall be authorized to issue general obligation debt in the principal amount of \$_____ to finance certain of the Projects. The amount of money to be raised by the TSPLOST is estimated to be \$_____.

(b) The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation and are each a “qualifying municipality” as such term is defined in the Act. During a public meeting of its governing board, each conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., each of the Municipalities validly approved the execution of this Agreement.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.

(d) It is the intention of the County and the Municipalities to comply in all respects with O.C.G.A. § 48-8-260 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260, et seq.

Section 2. Conditions Precedent. The obligations of all parties under this Agreement are conditioned upon the following prior events:

(a) The adoption of a resolution by the Board of Commissioners of Newton County authorizing the imposition of the TSPLOST and calling the necessary election in accordance with the provisions of Section 48-8-262(d) of the Act.

(b) The approval of the TSPLOST by a majority of the voters in the County voting in the election (for those purposes) to be held in accordance with the provisions of Section 48-8-263 of the Act.

(c) This Agreement is further conditioned upon the collection of TSPLOST revenues

by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax. The TSPLOST, subject to approval in an election to be held on November 3, 2020, shall be imposed at the rate of **one percent (1%)**. The total estimated dollar amount is \$_____ (after deduction of collection fees by the State of Georgia Department of Revenue), which shall be the maximum amount to be raised by the TSPLOST. The maximum period of time for which the tax may be imposed is five years, beginning on April 1, 2021.

Section 4. Effective Date and Term of This Agreement. This Agreement shall commence upon the date of its execution and shall terminate upon the latter of:

- (a) The official declaration by the Board of Elections and Registration of Newton County of the failure of the election described in this Agreement; or
- (b) The expenditure by the County and the Municipalities of the last dollar of money collected from the TSPLOST even if such expenditure is made after the expiration of the TSPLOST collection period.

Section 5. Purposes and Projects, Priority and Order of Funding.

(a) In recognition of the need for transportation improvements across the County and the City, the parties agree that the total net proceeds shall be utilized for the following transportation purposes (the "Purposes"): **roads, bridges, public transit, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.**

(b) The transportation projects to be funded in whole or in part from TSPLOST proceeds (the "Projects"), are listed in Exhibit A which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22(a)(6).

(c) All Projects and Purposes described herein shall be funded from proceeds from the TSPLOST as provided in this Agreement, provided, however, that in the event that the actual proceeds are insufficient to fully fund the actual cost of all Projects and Purposes, then the Projects and Purposes shall be funded in the order of priority specified in Exhibit A, and no party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Subject to the funding priority stated above, each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

Section 6. TSPLOST Funds; Separate Accounts; No Commingling.

(a) A special fund or account shall be created by the County and designated as the 2020 Newton County Transportation Special Purpose Local Option Sales Tax Fund ("County TSPLOST Fund"). The County shall select a local bank which shall act as a depository

and custodian of the County TSPLOST Fund upon such terms and conditions as may be acceptable to the County.

(b) Each Municipality shall create a special fund to be designated as the 2020 [Municipality name] Transportation Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(c) All TSPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 7, TSPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such accounts.

Section 7. Procedure for Disbursement of TSPLOST Proceeds.

(a) Upon receipt by the County of TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County TSPLOST Fund. The monies in the County TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Transportation Projects for the County listed in Exhibit A or, where applicable, disbursed to the Municipalities as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the TSPLOST shall be apportioned by the County according to the figures provided herein. The figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the TSPLOST proceeds in the County TSPLOST Fund, shall, within 10 business days, disburse the TSPLOST proceeds due to each Municipality according to subsection (c) [; provided that, to the extent there is any outstanding City Finance Obligation (as defined in Section 11), the County shall first apply the TSPLOST proceeds of the applicable Municipality toward any debt service payments attributable to the City Finance Obligation.] The proceeds shall be promptly deposited in the separate funds established by each Municipality in accordance with Section 6 of this Agreement. The monies in each Municipality's TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Municipal Transportation Projects listed for that Municipality in Exhibit A.

(c) The parties will divide the monthly actual proceeds as follows: (Based on 2017 SPLOST)

- 1. Newton County: 74.999963 %
- 2. City of Covington: 18.47 %
- 3. City of Oxford: 3.02 %
- 4. City of Porterdale: 2.05 %
- 5. Town of Newborn: .83 %

6. City of Mansfield: _____.63_%

7. City of Social Circle: .000037____%

Section 8. Project Monitoring, Record-Keeping and Reporting, Audits.

(a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equipage and installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.

(b) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.5(a)(2), which requires that certain information be included in the annual audit of the County or each of the Municipalities. During the term of this Agreement, the distribution and use of all TSPLOST proceeds deposited in the TSPLOST Fund and each Municipal TSPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. Each Municipality shall provide the County a copy of their annual audit.

(c) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Projects.

(d) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each Project undertaken by the County or respective Municipality as required to fulfill the terms of this Agreement

Section 9. Completion of Projects.

(a) The County and the Municipalities acknowledge that the costs shown for each Project described in Exhibit A are estimated amounts.

(b) If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the County may apply the remaining unexpended funds to any other County Project in Exhibit A.

(c) If a Municipal Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other Project included for that Municipality in Exhibit A.

(d) The County and the Municipalities agree that each approved TSPLOST Project associated with this Agreement shall be completed or substantially completed within five years after the termination of the TSPLOST collection period. Any TSPLOST proceeds held by a County or Municipality at the end of the five-year period shall, for the purposes

of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-269.5(f)(2).

Section 10. Certificate of Completion and Termination. Within thirty (30) days after the acquisition, construction or installation of a Municipal Project listed on Exhibit A is completed, the Municipality owning the Project shall file with the County a certificate of completion signed by the mayor or other chief elected official of the respective Municipality, setting forth the date on which the Project was completed and the final cost of the Project.

Section 11. The County Debt.

(a) The TSPLOST election ballot shall contain language required by the Act for the authorization of general obligation County debt in the principal amount of \$_____.

[Option 1] [The County may use the proceeds of its debt for the purpose of funding County Projects, paying capitalized interest (if any), and paying the cost of issuing its debt. The County acknowledges that it is solely responsible for the payment of its debt, including any and all costs, interest, and fees associated therewith.]

[Option 2] [The County shall use the proceeds of its debt to first pay the cost of issuing the debt. Then it shall disburse \$_____ of the proceeds of the debt issuance to the City of _____ and retain the remainder. The amount disbursed to the City of _____ and all interest and fees associated therewith, plus the City's pro-rata share of the cost of issuing the debt, shall be the "City Finance Obligation." The City of _____ will be responsible for providing the County with funds sufficient to satisfy the City Finance Obligation. The amount disbursed to the County and all interest and fees associated therewith, plus the County's pro-rata share of the cost of issuing the debt, shall be the "County Finance Obligation". The County will be solely responsible for the County Finance Obligation.]

(b)

[Option 1] The County's debt shall be paid first from the proceeds of its portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt from its portion of the proceeds, the County shall pay any shortfall attributable to the debt from its general fund (the "Debt Service Payments"). The County covenants that, in order to make the Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the

County to make any payments that may be required to be made from its general funds shall constitute a general obligation of the County and a pledge of full faith and credit of the County to provide the funds required to timely fulfill any such obligation.

[Option 2] The City Finance Obligation shall be paid first from the proceeds of the City of _____'s portion of the TSPLOST, and the County Finance Obligation shall be paid first from the proceeds of the County's portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt service on the City Finance Obligation or County Finance Obligation, the City of _____ or County (as applicable) shall pay any shortfall from its general fund ("Debt Service Payments"). The City of _____ and the County each separately covenant that, in order to make Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The City of _____ and the County each further covenant and agree that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City of _____ or the County (as applicable) to make any payments that may be required to be made from its general funds shall constitute a general obligation of that entity and a pledge of that entity's full faith and credit to provide the funds required to timely fulfill any such obligation.

(c) In the event for any reason such provision or appropriation is not made as provided in the preceding paragraphs, then the fiscal officer of the County or City (as applicable) is hereby authorized and directed to set up as an appropriation on its accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County (or City) had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal office of the County (or City) shall immediately make such Debt Service Payments to the paying agent for the debt if for any reason the payment of such obligations shall not otherwise have been timely made.

(e) The obligations of the County and City of _____ to make Debt Service Payments and to perform and observe the other agreements on its part contained in this Section 11 shall be absolute and unconditional. Until such time as the principal of and interest on the debt shall have been paid in full or provision for the payment thereof shall have been made, the County and City of _____ (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any

Project, or any failure of any other party to this Agreement to observe, whether express or implied, any duty, liability or obligation arising out of or connected with this Agreement.

(f) The County will be responsible for all facets of the debt issuance and repayment process. The County will select the underwriter, bond counsel, local counsel, etc. The County will endeavor in good faith to be fiscally responsible in minimizing to the extent possible the costs and fees with the debt issuance process. **The Municipalities are not issuing any bonds or other indebtedness associated with this Agreement.**

Section 12. Expenses. The County shall administer the County TSPLOST Fund to effectuate the terms of this Agreement. Furthermore, the County and the Municipalities shall be jointly responsible on a pro rata basis for the cost of holding the TSPLOST election. The County shall be reimbursed for the Municipalities' share of such costs.

Section 13. Default. The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 14. Liability for Noncompliance. The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that any Municipality fails to comply with the requirements of the Act (O.C.G.A. § 48-8-260 et seq.), the County shall not be held liable for such noncompliance. 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.

Section 15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 16. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia.

Section 17. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 18. Entire Agreement. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this Agreement.

Section 19. Amendments. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 20. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) Newton County Board of Commissioners
1124 Clark Street
Covington, GA 30014
Attention: County Manager

- (b) City of Covington
P. O. Box 1527
Covington, GA 30015
Attention: City Manager

- (c) City of Mansfield
P. O. Box 35
3146 S. Highway 11
Mansfield, GA 30055
Attention: City Mayor

- (d) Town of Newborn
P. O. Box 247
Newborn, GA 30056
Attention: Town Clerk

- (e) City of Oxford
110 West Clark Street
Oxford, GA 30054
Attention: Mayor

- (f) City of Porterdale
P. O. Box 667
Porterdale, GA 30070
Attention: City Manager

- (f) City of Social Circle
166 N. Cherokee Rd.
P. O. Box 310 Social Circle, GA 30025
Attention: City Manager

IN WITNESS WHEREOF, all parties hereto agree.

NEWTON COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Marcello Banes, Chairman

Attest:

Jackie Smith, Clerk Date

CITY OF COVINGTON

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

CITY OF MANSFIELD

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

TOWN OF NEWBORN

(TOWN SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

CITY OF OXFORD

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

EXHIBIT A

TSPLOST proceeds, to the extent available, shall be allocated to the Purposes and Projects shown in the table below. The projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. For joint City-County projects (identified below), the parties shall cooperate in good faith to decide on funding and construction priority. After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

	Project	Purpose	Estimated Cost
Newton County	Safety Improvements	Safety/pedestrian	\$1.9m
	Bridge replacement/repair	safety	\$6.9m
	Facility expansion	Relieve congestion	\$17m
	Intersection Improvements	Safety, improve traffic flow	\$7.9m
	Paving/resurfacing	Maintainance and safety	\$6m
	Transit	Mobility	\$2m
City of Covington			
City of Mansfield			
Town of Newborn			
City of Oxford			
City of Porterdale			
City of Social Circle			
			Total: \$

**CONSECUTIVE WATER SYSTEM
INTERGOVERNMENTAL AGREEMENT**

THIS CONSECUTIVE WATER SYSTEM INTERGOVERNMENTAL AGREEMENT (“Agreement”) is by and between Newton County, Georgia, (“Newton County” or “the County”) a political subdivision of the State of Georgia acting by and through the Board of Commissioners of Newton County, and certain in-County customers including the Newton County Water and Sewerage Authority (“NCWSA”) a body corporate and politic of the State of Georgia acting by and through its Board of Directors, and the City of Covington, Georgia (“Covington”), the City of Mansfield, Georgia (“Mansfield”), the City of Newborn, Georgia (“Newborn”), the City of Oxford, Georgia (“Oxford”), and the City of Porterdale, Georgia (“Porterdale”) (collectively, “the Cities”), each a municipal corporation of the State of Georgia acting by and through its Mayor and City Council.

RECITALS:

WHEREAS, the County operates certain water treatment facilities, including the Cornish Creek Water Treatment Facility and the Williams Street Water Treatment Facility (collectively with all of the County’s facilities related to raw water collection, withdrawal, transmission, and finished water treatment, storage, and transmission, the “Treatment Facilities”) (Parent System ID#2170097 Lab J029);

WHEREAS, the NCWSA and the Cities each operate water distribution systems that are directly or indirectly connected to the Treatment Facilities and that receive treated water from the Treatment Facilities, each individual water distribution system being identified as follows: NCWSA ID# 2170004; the City of Covington ID# 2170001; City of Mansfield ID# 2170002; City of Newborn ID# 2170003; City of Oxford ID# 2170020; City of Porterdale ID# 2170014 (collectively, the “Distribution Systems” and together with the Treatment Facilities, the “Consecutive System”);

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution, counties, cities, and public authorities may enter into intergovernmental agreements for the provision of services and the joint or separate use of facilities and equipment, and each of the parties to this Agreement is authorized by law to provide for the development, storage, treatment, purification, and distribution of water;

WHEREAS, in August 1994, the parties entered into a 25-year Consecutive Water System Agreement;

WHEREAS, on June 27, 2019, the parties entered into a 1-year Consecutive Water System Agreement with an effective date of August 1, 2019, and the parties desire to renew the essential terms of that agreement with certain additions, modifications and clarifications as provided below;

NOW THEREFORE, in consideration of the mutual benefits to the parties and all of the citizens and customers they represent, and for other good and valuable consideration as set forth

below, the sufficiency of which is hereby acknowledged, the parties do agree to the following terms:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated in and made part of this Agreement by this reference.
2. Term and Termination. This Agreement shall come into effect on August 1, 2020 (the “Effective Date”), shall have an initial term of 10 years, and shall automatically renew for additional consecutive 10-year terms upon expiration of the preceding term. Any party may opt out of the renewal of the term by providing notice to the other parties at least six months before the end of the then-current term. Withdrawal shall not terminate this IGA as to the remaining parties.
3. Previous Agreements Superseded. Upon the Effective Date, the parties’ previous Consecutive System Agreements signed in 1994 and 2019 shall be deemed terminated and fully superseded by this Agreement.
4. Points of Interconnection and Testing Locations. A diagram of the Consecutive System, showing the location of the various points of interconnection between the Treatment Facilities and each of the Distribution Systems is attached to this Agreement as Exhibit A. For purposes of establishing the rights and duties of the parties under this Agreement, this diagram will serve to demonstrate the physical boundaries where one party’s system begins and another party’s system ends. The County maintains a separate detailed map of all testing locations, which is subject to regular change; the County shall make copies of this map available to the other parties promptly upon request. No modification to the actual infrastructure or points of interconnection in the field will terminate this Agreement or render this Agreement invalid.
5. Metering Equipment and Pressure. At each point of interconnection within the Consecutive System, the County shall install, maintain, and calibrate a flow meter. The County will make a reasonable effort to maintain at least the minimum pressure required by state and/or federal regulations at the point(s) of connection to the consecutive water system.
6. Water Treatment and Quality.
 - a. The County shall treat the water it supplies to the Distribution Systems in accordance with all applicable federal and state standards and requirements. This Agreement does not require the County to treat water to a standard more stringent than required by law, and the County shall retain full discretion in the means and methods of treatment.
 - b. The County is responsible for providing water that complies with all legal standards as of the point the water exits the Treatment Facilities. The Cities and the NCWSA retain the responsibility for the quality of water received by their respective customers, and the City and NCWSA remain responsible for additional treatment, if necessary, to treat water that degrades in quality during passage through the Distribution Systems.

- c. No party may receive into any Distribution System water originating from a source other than the Treatment Facilities without first notifying the other parties. NCWSA's Operating Permit (ID#2170004) allows blending of drinking water with Rockdale County (through its entity Rockdale Water Resources) for up to four (4) million gallons per day (MGD) of drinking water for emergency purposes only. NCWSA will notify Newton County and the Cities when said source is utilized. The County will have no responsibility under this Agreement to treat water from any alternative source.
- d. The County will retain discretion in operating the Treatment Facilities, and the discretion to modify or expand Treatment Facilities as reasonably appropriate to efficiently and economically supply water to the parties. Any decision to decommission a Treatment Facility shall require the agreement of the County, the NCWSA and the Cities. Nothing in this Agreement will supersede any rights of Covington or the County, established in separate contracts between the County and Covington, pertaining to the Williams Street Water Treatment Facility, and Covington and the County anticipate that they will extend the lease term for that facility through a separate agreement to be signed concurrently with this Agreement. The parties acknowledge that continuation of the Williams Street Water Treatment Facility (in lieu of decommissioning) is anticipated to require prompt and substantial capital improvements that are not contemplated by the current Newton County Water System Strategic Plan and they consent to such reasonable capital improvements (along with rate increases necessary to finance such capital improvements).

7. Water Testing and Reporting.

- a. The County shall be solely responsible for all water quality monitoring and reporting required by law throughout the entire Consecutive System. The County's responsibilities encompass all monitoring and reporting required by law, including the: Revised Total Coliform Rule; Surface Water Treatment Rule (SWTR); Groundwater Rule; Stage 1 and Stage 2 Disinfectants and Disinfection Byproducts Rules (D/DBP Rule); Radionuclides Rule; Lead and Copper Rule; Inorganics and Organics (Phase II/V) Rule; Arsenic Rule; Fluoride Rule; and any other requirements of the federal Safe Drinking Water Act and the Georgia Rules for Safe Drinking Water.
- b. This Agreement shall not require the County to test more frequently or more stringently than required by law, and the County shall retain full discretion in the means and methods of testing, provided the testing complies with applicable legal standards and does not unduly interfere with the other parties' operations.
- c. For purposes of carrying out its testing responsibilities, the County may access its testing such locations at any time with no advance notice, and by this Agreement the Cities and the NCWSA parties hereby grant the County a right of access with vehicles and equipment for such purpose.
- d. The County's responsibility for water quality monitoring and reporting will not make

the County responsible for any noncompliance found in the results of such monitoring, other than noncompliance attributable to the County.

8. Maintenance of Systems and Responsibility for Legal Compliance.

- a. Each party shall be solely responsible for proper operation, maintenance and repair of its individual portion of the Consecutive System, including taps, repair, flushing and general upkeep, and customer service requirements including meter reading and upkeep of the meter system. Except as to duties expressly assigned to another party by this Agreement, each party is responsible for keeping its portion of the Consecutive System in compliance with all applicable laws, including water conservation requirements.
- b. Each party shall notify (hereinafter the “Initial Notice”) all other parties as soon as it knows or has a basis to reasonably suspect that water anywhere in the Consecutive System fails state or federal quality standards (hereinafter, a “Water Quality Problem”). The Initial Notice shall be by the method most reasonable and expedient under the circumstances of the Water Quality Problem. Within forty-eight (48) hours of the Initial Notice of a Water Quality Problem the impacted members of the Consecutive System shall convene a meeting (whether in person or via telephone conference). The purpose of the meeting shall be to discuss the Water Quality Problem, including cause(s), response, duration, solutions, repairs, maintenance, public notice, and all other necessary matters to address the severity and extent of the Water Quality Problem. Following resolution of the Water Quality Problem, the party sending the Initial Notice shall notify each party that the problem has been resolved.
- c. Based on testing and analysis of the source of the Water Quality Problem, the party(ies) responsible shall pay any and all penalties and fines issued. If testing demonstrates that water within one party’s system is noncompliant, but water concurrently supplied to that party’s system is in compliance, there shall be a presumption of responsibility on the part of the party operating the system where the noncompliance is observed.
- d. Water Quality Problems may trigger certain legally-required public notification requirements. The County will be responsible for issuing the required public notification when the Water Quality Problem originates from the Treatment Facilities. When the Water Quality Problem is localized to one or more Distribution Systems, the impacted parties will be responsible for providing notice in their respective service areas.
- e. The County will not supply water from a Treatment Facility during any period when the quality of water produced at that Treatment Facility does not meet state and federal standards for human consumption (i.e. a “primary” water quality violation). The County will notify the affected parties but will continue to supply water during any period when water produced by a Treatment Facility is safe for human

consumption but fails a standard of aesthetic quality (i.e. a “secondary” water quality violation).

9. Communication with the EPD and EPA. The County will be the liaison to the Georgia Department of Natural Resources Environmental Protection Division (EPD) and the United States EPA (EPA) on behalf of all of the parties for Water Quality Problems caused by the Treatment Facility. In this capacity, the County will be responsible for providing to EPD/EPA proof of public notification in response to any Water Quality Problem arising from its treatment of water (if required by law), communications regarding sampling and testing results, and collection and submittal to the EPD and EPA of penalties and fines. In the event of a Water Quality Problem caused by the Treatment Facility, the County will issue public announcements and notify each City/NCWSA, which will be responsible for communicating directly with its customers regarding the issue. In addition, the County will perform routine monitoring of water quality throughout the Consecutive System, and in the event of a Water Quality Problem will notify the EPD (or EPA as necessary), along with the affected City and/or NCWSA. If the Water Quality Problem arises from a portion of the Distribution System, the responsible City and/or NCWSA will be responsible for paying all fines, issuing public notices, and must directly interact with EPD in resolving the issue.

10. Payment for Water Supplied.

- a. The NCWSA and each City purchasing water from the County shall pay for potable water based upon the actual quantity of water taken multiplied by an in-county uniform rate to be set periodically by Resolution of the Newton County Board of Commissioners. In the event the NCWSA or a City disputes the accuracy of the meter reading associated with its bill, it shall notify the County in writing within thirty (30) days of receipt of the invoice; all meter readings not disputed within thirty (30) days will be considered final and not subject to dispute. For purposes of adjusting for any demonstrated meter inaccuracy, the amount billed for any period of inaccuracy will be the average of the monthly water flow readings immediately before and after the period of inaccuracy, times the number of months in which the inaccuracy persisted. If significant conditions exist which would cause this calculation to be unreasonable (e.g., significant dry weather event occurring in month that meter reading is considered accurate) or if the inaccuracy is minor (less than 5%), the County and the respective customer can mutually agree to another method of estimating the amount of water flow for billing purposes. All rates, fees and charges for service will be applicable to the adjusted water sales.
- b. Until updated with a rate modification, the NCWSA and each City shall pay the current uniform in-county rate of \$2.24/thousand gallons.
- c. Subject to the limitations below, the County shall have discretion of when to set and adjust the uniform in-county rate, provided that the following conditions are met:
 - The uniform in-county rate shall be based on a wholesale rate study / model, to be prepared and updated at least once every three years by an independent, qualified, outside rate consultant (or equivalent outside expert), which incorporates the

audited operational, maintenance, capital costs, existing debt service obligations of the water enterprise fund as of the date of approval of this Agreement (including all debt related to the formerly-proposed Bear Creek reservoir), future-incurred debt service, and replacement costs attributed to the Treatment Facilities, and that will sustain the County's long term operation and replacement of its facilities. The rate study will be consistent with the most recent Newton County Water System Strategic Plan (as further defined below), provided that (subject to the requirements of Section 12(d)), the County may decide to construct certain capital improvements and instruct the rate study to include a rate to pay for the cost of such improvements, even if the improvements are not contemplated in the most recent Newton County Water System Strategic Plan.

- The County shall provide a detailed explanation of each item used in computing the rate, including identification of each debt service item in enough detail to enable verification. Data used to calculate revenues shall be provided when rate structure changes are proposed. This data shall include debt service amortization schedules, bond covenant requirements, operating expenses in the form of financial statements for proposed capital projects, anticipated out-of-County water sales amounts, and such other data as is reasonably available to evidence that qualifying anticipated expenses form the basis of the proposed rate structure.
 - The County shall formally adopt or adjust its rate at least once every five years.
 - The NCWSA and each City shall receive at least thirty (30) days prior written notice of any meeting called by the County for the purpose of setting a rate together with a written itemization evidencing that the elements constituting the rate are limited to those elements permitted hereinafter at subsection (e).
 - The NCWSA and each City shall be entitled to send a representative to attend any such meeting and participate during the comment phase of the meeting.
- d. Any adoption to increase the uniform in-county rate shall occur by March 31st of any year and take effect on July 1st of such year.
- e. The County shall have discretion in determining the uniform in-county rate, subject to the limitations below. The County may not:
- Charge a non-uniform base rate to the NCWSA and Cities (however, the County reserves the right to add charges to the base rate to reflect any costs attributable to the special needs of a particular in-county party).
 - Use water revenues in a manner inconsistent with the treatment of the County system as an enterprise fund. The County may use water revenue only for water-related purposes and not as a source of general funds (the County may temporarily transfer money between its water fund and its other funds for convenience, but shall keep accounting records demonstrating no net transfer of water revenue to other County funds).

The rate specifically may include:

- Revenues sufficient to finance water supply and treatment-related capital additions, improvements, replacements and renewal of capital facilities, including

the payment of debt service.

- Revenues necessary to comply with any covenants made in connection with the issuance of revenue bonds or other debt used to finance the County's water production, storage and treatment system.
- Revenues sufficient to operate, maintain, repair, manage and administer the County water system, including all staff salaries, benefits and overhead, as well as the cost of updating the Newton County Water System Strategic Plan as provided for in this Agreement.
- Revenues sufficient for the maintenance of funds and investments necessary for the prudent operation of the County water system, including revenues necessary to maintain the integrity of the County water system's financial accounts and a six (6) month contingency reserve.
- An appropriate adjustment for revenue to be generated by anticipated out-of-County water sales.

11. Wheeling Charges.

To the extent any party transmits treated water through its Distribution System intended for another party or non-party governmental recipient of water produced by the Treatment Facilities, the party accommodating such transmission through its infrastructure shall not charge a pass-through or "wheeling" charge. To the extent a Distribution System must be expanded to accommodate an increase in flow required by either the owner of the Distribution System or a downstream recipient, the party responsible for the increase in flow shall be responsible for the cost of constructing new or expanded water mains within the Distribution System (or if both parties are partially responsible, they shall bear the cost pro-rata). No party shall be required to reduce its own share of water received from the Treatment Facilities to accommodate an increase in flow intended for a downstream recipient. Determination of which parties are responsible for increased flow demand shall be made with reference to the Newton County Water System Strategic Plan and available water modelling data of historical usage. To the extent a Distribution System must be expanded to accommodate the County's sale of water to an out-of-County customer, the County shall be responsible for the cost of constructing new or expanded water mains within the Distribution Systems in order to accommodate the flow intended for an out-of-County customer (including wholesale customer or intergovernmental customer).

12. Communications Regarding Water Requirements, Capital Improvements, and Strategic Planning.

- a. The County desires to fully satisfy the water quantity requirements of the Cities and the NCWSA, which may include expanding the County's treatment capacity and permitting authorization as necessary to meet demand.
- b. By February 1, 2022, and February 1 of every subsequent even-numbered year during the Term of this Agreement, each of the Cities and NCWSA shall individually provide the County with a five-year and ten-year projected estimate of its water demand. The Cities and NCWSA shall also individually notify the County as soon as reasonably possible regarding anticipated major new sources of demand.

- c. Within three months following submission of the estimates referenced in Section 12(b), and at other times, if reasonably necessary based upon new information submitted, the parties shall meet to discuss the Newton County Water System Strategic Plan.

- d.
 - i. The County shall have full discretion to undertake any capital improvement that is consistent with the Newton County Water System Strategic Plan or that is reasonably expected not to increase the in-county uniform rate under Section 10.
 - ii. If the County desires a capital improvement to expand/modify a Treatment Facility where the capital improvement is reasonably expected to increase the in-county uniform rate under Section 10, and if such capital improvement is not consistent with the then-current Newton County Water System Strategic Plan, the County shall notify the Cities and NCWSA and at the request of any City or NCWSA the parties shall promptly convene a meeting to discuss the proposed improvement. The Cities and NCWSA shall be given a reasonable opportunity to present arguments against the proposed improvement and alternatives to the proposed improvement. After hearing the concerns of the Cities/NCWSA, the County shall then have discretion to proceed despite any outstanding objections of the Cities and NCWSA.
 - iii. The County may not construct any new facilities (ie. that are not reasonably characterized as expansions/modifications of existing Treatment Facilities) that are reasonably expected to increase the in-county uniform rate under Section 10, unless such facilities are consistent with the Newton County Water System Strategic Plan.

- e. Newton County Water System Strategic Plan. The Newton County Strategic Water Plan: Forecasts and Capacity Evaluations, dated May 14, 2019, attached hereto as Exhibit B, is hereby accepted by the parties and shall be the Newton County Water System Strategic Plan until further updated. Every three years during the duration of this Agreement, or more often as needed, the parties shall collaborate on the commissioning and preparation of a Water System Strategic Plan to be performed by a qualified third-party provider as selected by all parties jointly, and contractually engaged by the County. The plan shall include information to be provided by the parties as described herein as to water requirements and capital improvements. The cost of the Water System Strategic Plan updates shall be added to the County's operating costs and included in the calculation of the in-county uniform water rate. Upon completion, updates to the Newton County Water System Strategic Plan shall automatically take effect and become part of this Agreement. Updates to the Water System Strategic Plan as prepared by the selected expert consultant shall be presumed acceptable and correct. However, any party dissatisfied with an element of any

updated/revised Newton County Water System Strategic Plan may propose specific objections. If the objections are supported by the technical recommendation of a separate independent expert selected by majority vote of the parties, the expert consultant who prepared the Water System Strategic Plan update will be asked to consider revising the Plan to account for the objections. The determination of the consultant who prepared the Plan as to whether to accept or reject the objections shall be binding.

13. County as Exclusive Provider. Throughout the term of this Agreement, the County shall serve as the exclusive provider of potable water to NCWSA and the Cities. If the County cannot meet the requested demand, the supplied party shall be free to negotiate its purchase, from an outside supplier, of the amount by which its additional demand exceeds the amount of water available from the County plus an additional 1.0 MGD; provided, however, that the supplied party will remain obligated hereunder to purchase all additional demands of water exclusively from the County for the duration of this Agreement if the County can supply the requested demand in a timely manner. If a supplied party has access to emergency water supplies of its own, that party may use such supplies in response to an EPD declaration of a “Level-2” or more severe drought for Newton County; any use of emergency supplies shall be preceded by notice to all other parties to this Agreement and shall comply with all conservation measures implemented by the State/EPD. The parties agree to cooperate in projecting a timetable of future water demands anticipated to be placed on the County water system and timely update Newton County Water System Strategic Plan, so as to prevent if possible any disruption of the availability of County-supplied water.
14. Cooperation; Interruption of Service. In the interest of enhancing the public health and welfare within their shared community, the parties agree to cooperate in every reasonable way to assist one another in avoiding, identifying, repairing, and mitigating the harm caused by equipment failures, pressure losses, leaks, power failures and other situations that cause water service interruptions or Water Quality Problems. It is understood that occasional failures of equipment, pressure losses, leaks, power failures and other situations may render it impractical or impossible for service to be continued or for reasonable water flow to be maintained until the cause of the interruption can be remedied or repaired. Should such an interruption or decrease in water flow occur, NCWSA / Cities shall be foreclosed from any action against the County and shall release and to the extent allowed by law, indemnify the County and its officers and employees from any losses, damages, expenses, legal costs or attorney's fees incurred from any action or claim by one or more users or customers of NCWSA/Cities (as applicable) relating to such interruption or decrease in water flow. Nothing herein shall require indemnification of the County for any acts of gross negligence or intentional acts of the County or any of its officers or employees.
15. Sales to Out-of-County Customers. Except for existing contracts in force as of the Effective Date, 2020, the County’s 2020/21 updates to its contracts with the Alcovy Shores Water & Sewer Authority and the Jasper County Water & Sewer Authority, and the County’s 2020/21 update to its contracts with Walton County, the County shall not allocate water capacity to entities outside of Newton County without first presenting the proposed allocation to the other parties. All such out-of-County allocations must be consistent with any existing or

amended Newton County Water System Strategic Plan adopted by the parties or existing agreements for the out-of-County sale of water.

16. Exclusion of Non-Potable Water. Non-potable water is specifically excluded from this Agreement. If NCWSA or any City owns or develops a non-potable, wastewater reuse, or gray water system, it shall maintain such system separate from its potable water system, and avoid any cross-connection between the two.
17. Drought Management & Water Conservation. Should it become necessary for the County to restrict the use of water or employ drought management measures with NCWSA and Cities for the purpose of conserving the raw water supply in the event of a local drought period, or drought as declared by Georgia EPD, NCWSA and Cities shall enforce identical restrictions, except where special conditions require any entity to make modifications in its restrictions. All parties shall be given the reason for the modifications to the restrictions. During any period of drought or outage, the County, NCWSA, and Cities shall promptly use their best efforts to manage the drought and its restrictions. NCWSA and Cities further agree to enforce any such restrictions upon its customers through local code and law enforcement officers, as required.
18. Force Majeure. In case by reason of force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean any cause beyond a party's reasonable control, including acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, and droughts or other partial or entire failure of water supply. Should the County's ability to produce water be materially reduced by reason of force majeure, then the County shall prorate the water available to it between its customers on the basis of their relative water purchases from the County during the preceding year and the County shall not be obligated hereby to deliver to any party any water in excess of its share under such proration. The parties acknowledge that the County has entered, and may enter, water supply contracts with out-of-County customers. The County agrees that it will use its best efforts, when making contracts with out-of-County customers, to have an adequate safety factor built into the County water system to ensure no interruption of service to in-County customers.
19. E-Verify and Title VI. The parties agree that any contracts let to fulfill the requirements of this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

20. Severability. If any portion of this Agreement shall be held to be invalid, illegal, void or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable but that, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
21. Governing Law, Disputes and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Newton County, Georgia and the parties hereby submit to the jurisdiction and venue of such court.
22. Good Faith and Fair Dealing. The parties hereto acknowledge that they are entering into a long-term agreement with many possible difficulties that will be encountered in the future, which cannot now be foreseen or provided for adequately in this Agreement, and that this Agreement will possibly require modification or supplementation in the future as circumstances may require, which the parties may resolve between themselves by mutual agreement and document in a written amendment to this Agreement, properly approved by both parties.
23. Entire Agreement. This Agreement embodies and sets forth all the provisions, agreements and understandings between the parties and supersedes all prior communications or agreements, whether oral, written or understood, regarding the subject matter of this Agreement.
24. Assignment. This Agreement may not be assigned by any party, unless such assignment is approved in writing by all the other parties.
25. Modification. No subsequent alteration, amendment, modification, change, addition, or waiver of any of the terms and conditions of this Agreement shall be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement.
26. Waiver. No delay or omission of either party to exercise any right or power accruing upon any default shall impair any such right and power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the event any covenant contained in this Agreement shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and both of which shall constitute but one and the same instrument.

28. Interpretation. The parties hereto have cooperated in the preparation of this Agreement and it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.
29. Third Party Beneficiaries. This Agreement is entered into for the benefit of the parties hereto only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.
30. Joint Meetings. The parties, through their appropriate representatives, agree to hold joint meetings in each quarter of each calendar year or as the parties mutually agree. The purpose of these joint meeting will be to discuss matters of common interest to all parties including, but not limited to, amendments or revisions to their Conservation and Drought Contingency Plan (as may be updated from time to time), amendments or revisions to the consecutive system wholesale water rates, the construction of capital improvements to serve the consecutive system, and any additional items related to water.
31. Notification. Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing and shall be deemed received, and shall be effective when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the other party at the address given below, or at a substitute address previously furnished to the party by written notice in accordance herewith:

To Newton County:

Director of Newton County Water Resources
 11905 Alcovy Road
 Covington GA 30014

With a copy to:
 c/o Chairman
 Newton County Board of Commissioners
 1124 Clark Street
 Covington, Georgia 30014

To the City of Covington:

To the Newton County Water & Sewerage Authority

Executive Director, NCWSA

To the City of Newborn

Mayor and Town Clerk
 Newborn Town Hall
 4224 Highway 142
 Newborn GA, 30056
 cc: JR@LRALaw.com

To the City of Oxford

To the City of Mansfield

To the City of Porterdale

- 32. Records. Each party shall maintain records relating to matters covered by this Agreement as required by Georgia law; provided that such records shall be maintained for no fewer than 7 years following the termination of this Agreement.
- 33. Authority. Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.
- 34. Incorporation into Minutes. By execution of this Agreement, each of the parties warrants and covenants that notice of the execution of this Agreement shall be spread upon the minutes of action of each respective party, and a copy of this Agreement attached thereto and incorporated therein by express reference hereto.

IN WITNESS WHEREOF, the parties, pursuant to authorizing resolutions duly passed and recorded in their respective minutes of action, have executed this Agreement in duplicate original on the date indicated next to each signature line below.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, all parties hereto have agreed as of this ____ day of _____
20__.

NEWTON COUNTY, GEORGIA

By:_____

Marcello Banes, Chairman

(COUNTY SEAL)

Attest:

Jackie Smith, Clerk

NEWTON COUNTY WATER &
SEWERAGE AUTHORITY

By:_____

Mike Hopkins, Executive Director

Attest:

Secretary

CITY OF COVINGTON

By:_____

(SEAL)

Attest:

Clerk

[Signatures Continued on Next Page]

CITY OF MANSFIELD

By: _____

(SEAL)

Attest:

Clerk

TOWN OF NEWBORN

By: _____

(SEAL)

Attest:

Clerk

[Signatures Continued on Next Page]

CITY OF OXFORD

By: _____

(SEAL)

Attest:

Clerk

CITY OF PORTERDALE

By: _____

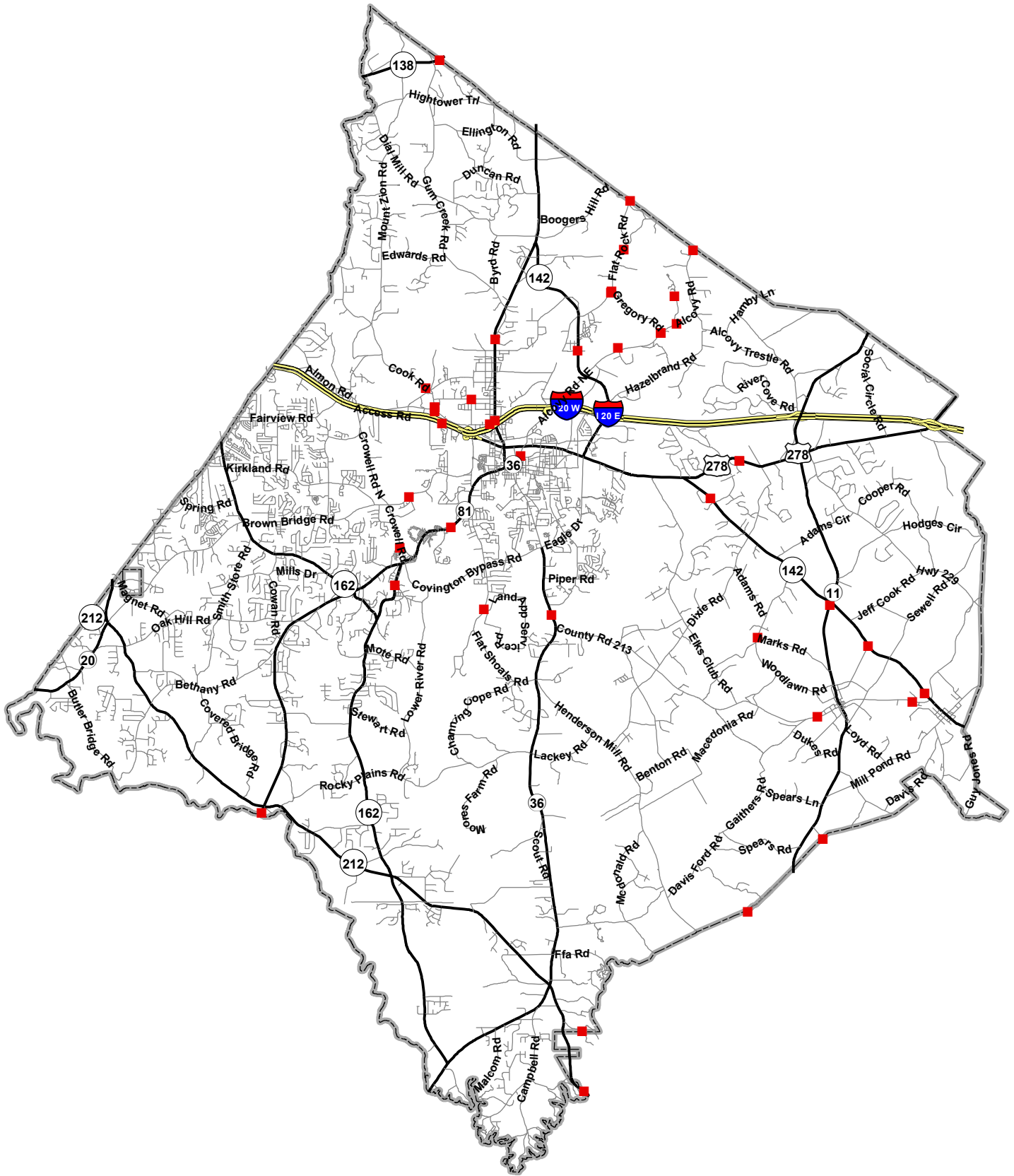
(SEAL)

Attest:

Clerk

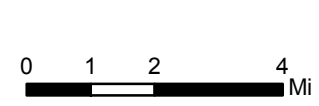
Exhibit A

Exhibit B



Newton County, City of Covington, and all other entities involved in the GIS mapping process hereby disclaim any warranty or any other liability for the accuracy of this data, whether in printed or digital format. All data provided by said entities is for informational/planning purposes only and may not be relied upon as evidence of the location of property lines, topographical features, landmarks, monuments or for any other legal purpose. Any questions about the GIS mapping process can be answered by calling Newton County/City of Covington GIS at 678-625-1620.

Master Meters Newton County Water



**Arthur M. Vinson and Laurie T. Vinson
903 Asbury St.,
Oxford, Georgia 30054**

May 27, 2020

**Application for Variance
To Waive Side Setback requirements on an Existing Non-Conforming Structure**

Summary – In 1995 a quaint and architecturally appropriate 14' X 18' timber frame accessory building was constructed on what is now our property. This structure was situated between 4 and 5 feet from the side boundary on the north edge of our property. We seek a waiver of the 10' setback requirement so that the building is considered "conforming."

Application requirements per Sec. 40-711, Oxford Code of Ordinances:

1. Application Fee – N/A
2. Application Form- N/A
3. Metes and bounds legal description of the property; See Appendix A
4. Boundary survey plat of the property; in the case where a building or structure was already constructed and requires a setback variance, the boundary survey shall include as-built placement of the building or structure for which the setback is requested to be varied. See Appendix B
5. Letter of intent describing the regulations to be varied (specific sections and the amount of numerical variation sought), and including analysis of how the proposed development compares favorably with one or more of the criteria for granting variances as established in this section; See Appendix C
6. If pertaining to future development, a site plan of the property and proposed development shall be submitted at an appropriate engineering scale showing the proposed use and relevant information regarding the variance request. Site plans must show information as reasonably required by the Zoning Administrator. – N / A

Additional Items:

1. Letter of Support from adjoining property owners - See Appendix D
2. Development Permit Application – Submitted under separate cover

Appendix A

Metes and bounds legal description of 903 Asbury Street

All that tract or parcel of land lying and being in the Town of Oxford, Newton County, Georgia, being described as follows: Beginning at a point at the northwest intersection of George Street and Asbury Street; thence running due west 139.9 feet to an iron pin and property now or formerly belonging to J. Williams; thence running north 09 degrees 28 minutes west along property now or formerly belonging to J. Williams, a distance of 198 feet to the property now or formerly belonging to Cline; thence running due east 210 feet along property now or formerly belonging to Cline to the west side of Asbury Street; thence running south 09 degrees 28 minutes west a distance of 198 feet to the point of beginning.

Appendix B



Appendix C

Letter of Intent

1. Regulations to be varied (specific sections and the amount of numerical variation sought),
 - a. Section 40-524(b): *Setback*. Accessory buildings, unless otherwise specifically provided, shall be located a minimum of ten feet from any side or rear property line.
 - i. **We seek a variance to a. above as the existing setback is between 4 and 5 feet and relocation of the structure is not practical.**
2. Analysis of how the proposed development compares favorably with one or more of the criteria for granting variances as established in this section.
 - a. Section 40-714; Applicable Criteria for Variance Request. One or more of the following criteria may be considered applicable or potentially applicable:
 - (1) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district. **There are practical difficulties associated with moving the structure 6 feet further away from the property line; a mature pecan tree would be sacrificed, and the heavy equipment required to move the structure would severely damage the landscaping and hardscaping.**
 - (2) A literal interpretation of the provisions of this chapter would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.
 - (3) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located. **Granting this variance does not hinder a similar request by any other property owner faced with the same dilemma.**
 - (4) The requested variance will be in harmony with the purpose and intent of this chapter and will not be injurious to the neighborhood or to the general welfare. **This variance will be in harmony with the neighborhood as the subject structure has been part of the neighborhood for 25 years and is stylistically compatible with the main structure on our property.**
 - (5) The special circumstances are not the result of the actions of the applicant. **This non-compliance existed when we purchased the property in 2017.**
 - (6) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the zoning district in which the development is located. **We have considered a number of alternate approaches to bringing the structure into compliance and they all have significant disadvantages – potential loss of tree cover, creating imbalance of the symmetry of the lot and its topography, high cost, and potential damage to the building through moving.**

We respectfully request your favorable consideration of this variance.

Thank you,

s/ Arthur M Vinson

s/ Laurie T Vinson

Appendix D

To Whom It May Concern

I am writing in support of the request by Art Vinson for a setback variance for the outbuilding behind his home at 903 Asbury St, which adjoins my now owned property at 203 W Clark St, Oxford. I have just purchased this property (May 14, 2020) from the estate of my mother, Grace Dearing Budd, who passed away last year. She had that home built ca 1989, and I am in the process of moving into the home.

I also write as one long familiar with the properties in question as I was a regular visitor in my mother's home, was born (1941 in Huson Hospital), and grew up in Oxford and attended Oxford College, as did my father and grandfather. I was actually in Mr Vinson's outbuilding in question (or it's predecessor) on occasion in the 1950s. At various points over the years, I personally knew occupants of nearly all homes in that entire block encompassing Wesley St, West Clark St, Asbury St, and bordered on the south by Emory College. That would include Pierce and Marie Cline, Mary Bates, the Williams family who once owned Mr Vinson's home, the "Jiggs" Williams family who lived on Wesley St behind the now Vinson home, the home most recently occupied by Peggy Cobb, and the home replaced by the new cafeteria that housed a number of Emory professors. I have visited in every one of those houses except what I recall as the Mitchell house, now torn down, directly across Asbury from Allen Memorial.

I have respect for history and tradition, and decided to return to my roots in Oxford largely for that reason. Notably, the structure in question literally affects no property boundary other than the one my wife and I now own. And I accept and support the history of the property, and therefore endorse the request by Art Vinson for a variance. My wife Cheryl L Budd is in agreement.

Joseph D. Budd 304-445-5337 681-368-7598 850-615-1234 (best number until about June 10)

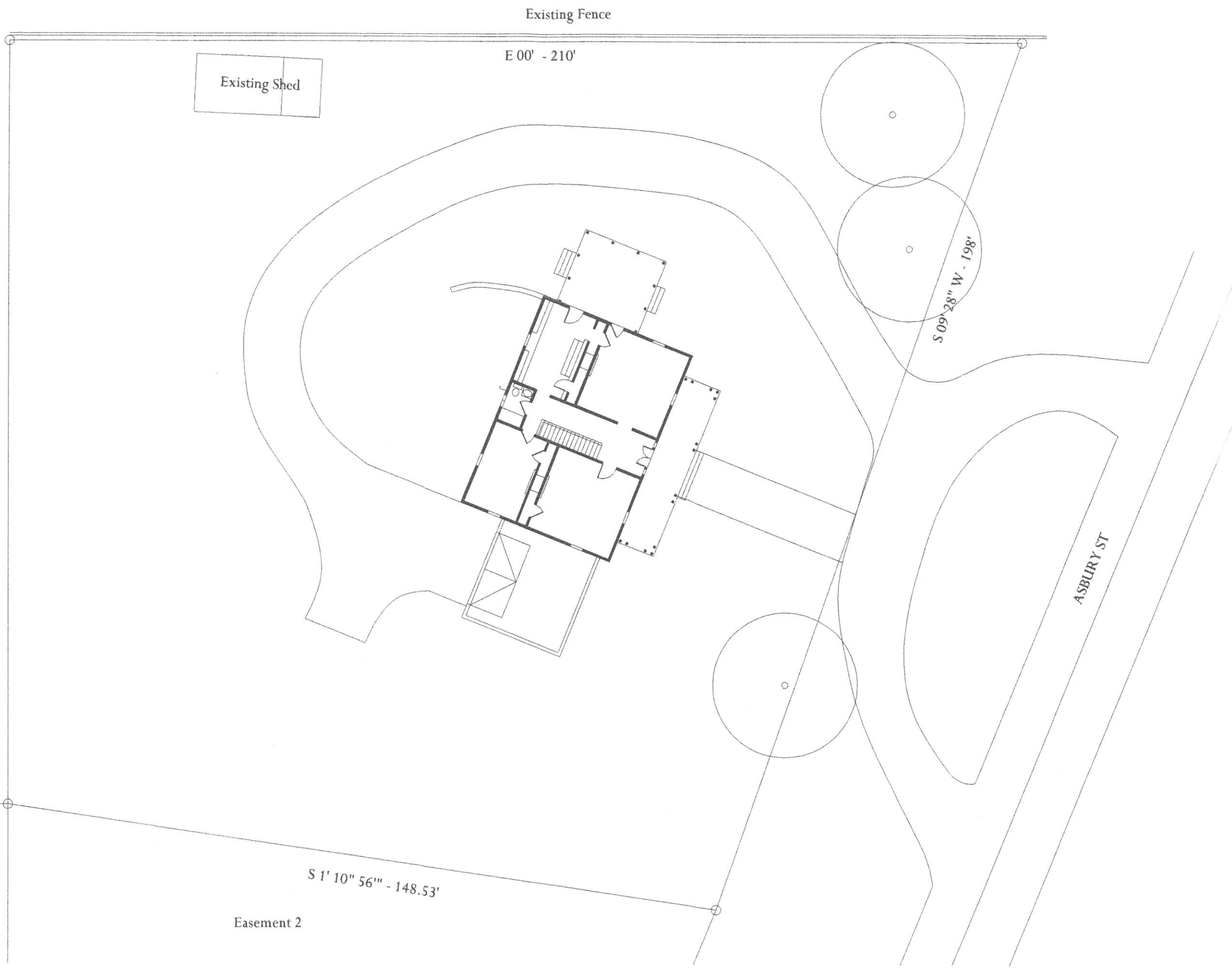
Cheryl L. Budd

903 Asbury St., Oxford, Georgia
Site Plan for Art & Laurie Vinson

February 12, 2020
Randy Vinson

Scale: 1" = 20'

N 09' 28" W - 198'



Existing Fence

E 00' - 210'

Existing Shed

S 09' 28\" W - 198'

ASBURY ST

S 1' 10\" 56\" - 148.53'

Easement 2



DEVELOPMENT PERMIT APPLICATION

This is **NOT** a Building Permit but, is a requirement for an application to the City of Oxford Building Inspector for the appropriate required Building Permit. All items must be completed, or marked N/A. See the attached Checklist. The completed form must be submitted 10 days before the next meeting of the Planning Commission.

GENERAL INFORMATION

Name of Applicant: Arthur & Laurie Vinson Date of Application: 6/2/2018
 Address of Applicant: 903 Asbury St Oxford
 Telephone # (s) of Applicant: 404 312 9048
 Address / Subdivision / Lot# / Parcel#(s) where the proposed work will occur (list all): 903 Asbury St Rear accessory building
 Owner of above location(s): Arthur & Laurie Vinson
 Name of General Contractor (if different from Applicant): _____

Type of work: New building Addition Alteration Renovation Repair Moving
 Land Disturbance Demolition Other

Type of dwelling: Single Family Multi-family Included Apartment Number of units: Accessory structure X

Briefly describe the proposed work: install electrical service in accessory building

Does the proposed work change the footprint (ground outline) of any existing structures? YES NO

Does the proposed work add a structure(s)? YES NO

List additions to: Heated Sq.ft. 0 Unheated Sq.ft. 0 Garage Sq.ft. 0 New Sq.ft. 0

Is the above lot in the Special Flood Hazard Area on FEMA's Flood Insurance Rate Map? Yes No
 (Map available from City Clerk)

ZONING DISTRICT (the setback requirements and the zoning map are available from the City Clerk)

Zoning District R 30

Setback Requirements:

Front setback 10 ft. Side setback 10 ft. Rear setback 10 ft. * Variance request pending
 Minimum required lot width at building line 100 ft.

MECHANICAL INFORMATION (if utility work is included in the proposed work)

- A) Sewerage: Is there a change? Yes No City Sewer Septic If so, describe: _____
- B) Water Supply: Is there a change? Yes No City Water Well If so, describe: _____
- C) Number of Restrooms (Commercial): Is there a change? Yes No Full Half If so, describe: _____
- D) Number of Baths (Residential): Is there a change? Yes No Full Half If so, describe: _____
- E) Heating: Is there a change? Yes No Electric Gas Oil Propane Other If so, describe: _____
- F) Electrical: number of outlets TBD

RESOLUTION
CITY OF OXFORD/COUNTY OF NEWTON

BE IT RESOLVED by the Mayor and City Council of the City of Oxford that David S. Eady is hereby appointed to serve as this City's voting delegate on the Municipal Electric Authority of Georgia's Election Committee, with authority to cast all votes to which this City is entitled. James Windham is appointed as alternate voting delegate.

This sixth day of July, 2020.

CITY OF OXFORD

ATTEST:

David S. Eady, Mayor

Marcia Brooks, City Clerk

[SEAL]