



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL
SPECIAL CALLED MEETING/WORK SESSION
July 17, 2017**

MEMBERS Present: Jerry D. Roseberry, Mayor; Councilmembers: George Holt; David Eady; Mike Ready; Jim Windham; Melvin Baker, Councilmember Sarah Davis was not in attendance.

Attendees: Matthew Pepper, Assistant City Manager; Lauran Willis, City Clerk; Jody Reid, Utility Superintendent; Dave Harvey, Police Chief; Hoyt Oliver, Kendra Mayfield, Darryl Welch, Judy Greer, Peggy Madden, J.P. Godfrey, Johnathan Eady, Loren Roberts, Martha Molyneux, Brian Barnard, Mark McGiboney, Erik Oliver, Robert Jordan, Todd Cain, Daniel Parson.

Minutes - Special called meeting 6:00 PM

Agenda – Attachment A

Millage

Mayor Roseberry called the meeting to order at 6:00 pm. Roseberry announced the purpose of the meeting is to review the current year's tax digest and levy along with the history of the tax digest and levy for the past five years to determine and set the 2016 millage. Attachment B

Motion by Holt, seconded by Ready to adopt the 2016 millage at the rollback rate of 9.27%. Motion approved 6/0.

Motion by Windham, seconded by Ready to adjourn at 6:03 pm.

Minutes - Work Session

Mayors Announcements

The next regular session is August 7th with the work session on August, 21st.

Roseberry announced that the City of Oxford has been selected by the Georgia Trust for Historic Preservation to host a meeting on Thursday, July 27 at 10:30 AM at City Hall. This is an open meeting and the public is invited.

E. Clark Street Extension

City Engineer Robert Jordan presented layouts and discussed the details of the E. Clark Street extension plans.

DDA Projects Discussion

The DDA and the City Council discussed the need for a comprehensive plan for the town center development. City Council will provide to the DDA copies of prior studies regarding the development of a town center. The DDA and Council will review the Intergovernmental Agreement, and it will be on at the August 7, 2017 meeting for discussion and a vote. Attachment- C Draft IGA

Adjourn

The meeting adjourned at 7:04 pm.

Respectfully Submitted,



Lauran Willis, CMC/FOA
City Clerk

**OXFORD MAYOR AND COUNCIL
WORK SESSION
MONDAY, JULY 17, 2017 – 6:00 P.M.
A G E N D A**

SPECIAL CALLED MEETING – 6:00 P.M.

*** Millage** – Council will review the current year’s tax digest and levy along with the history of the tax digest and levy for the past five years to determine if they will adopt the 2016 millage not to exceed the rollback rate of 9.27%.

1. **Honorary Councilmember** – Mayor Roseberry has appointed Cathy Wooten with Oxford College as the honorary councilmember for July. Because of her travel schedule she will attend the work session in June and the council meeting in August.
2. **Mayor’s Announcements**
3. **E. Clark Street Extension Presentation** – Robert Jordan, City Engineer will present the details of the E. Clark Street Extension project to City Council and the Downtown Development Authority.
4. *** DDA Projects Discussion** – We have scheduled a joint meeting between City Council and the Downtown Development Authority for this work session. One of the items to be discussed is the Intergovernmental Agreement between the City and DDA.

***Attachments**

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2017

COUNTY NEWTON TAXING JURISDICTION OXFORD

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2016 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2017 DIGEST
REAL	18,289,219	1,387,888		18,229,952
PERSONAL	152,154			104,073
MOTOR VEHICLES	1,498,080			1,088,540
MOBILE HOMES	480			480
TIMBER -100%	7,950			0
HEAVY DUTY EQUIP	0			0
GROSS DIGEST				
EXEMPTIONS	3,285,364	0		3,302,207
NET DIGEST				
FLPA Reimbursement Value	0			0
Adjusted NET DIGEST				
	(PYD)	(RVA)	(NAG)	(CYD)
2016 MILLAGE RATE >>>	7.238		2017 PROPOSED MILLAGE RATE >>>	7.238

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2016 Net Digest	PYD	14,582,518	
Net Value Added-Reassessment of Existing Real Property	RVA	1,387,888	
Other Net Changes to Taxable Digest	NAG	170,751	
2017 Net Digest	CYD	16,120,838	(PYD+RVA+NAG)
2016 Millage Rate	PYM	7.238	
Millage Equivalent of Reassessed Value Added	ME	0.814	(RVA/CYD) * PYM
Rollback Millage Rate for 2017	RR	8.622	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2017 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of Increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Rollback Millage Rate	8.622
	2016 Millage Rate	7.238
	Percentage Increase	9.27%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Brian Doyle

Tax Collector or Tax Commissioner

6-22-17

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2017 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2017 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2017 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2017 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party

Title

Date

NOTICE

The City of Oxford Governing Authority does hereby announce that the millage rate will be adopted at the Rollback rate at a Special Called Meeting to be held at Oxford City Hall located at 110 West Clark Street on Monday, July 17, 2016 at 6:00 PM Pursuant to the requirements of O.C.G.A. § 48-5-32 do hereby publish the following presentation of the current year's tax digest and levy along with the history of the tax digest and levy for the past five years.

CITY OF OXFORD	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Real & Personal	17,835,565	15,950,650	16,458,250	15,735,874	16,421,373	18,334,025
Motor Vehicles	2,866,000	3,089,870	2,624,080	1,981,300	1,438,080	1,088,540
Mobile Homes	753	753	753	502	480	480
Timer-100%					7950	
Heavy Duty Equipment						
Gross Digest	20,702,318	19,041,273	19,083,083	17,717,676	17,867,883	19,423,045
Less M&O Exemptions	3,935,713	3,716,329	3,670,035	3,309,308	3,285,364	3,302,207
Net M&O Digest	16,766,605	15,324,944	15,413,048	14,408,368	14,582,519	16,120,838
Gross M&O Millage	22.58	25.18	24.17	26.17	25.77	23.20
Less Rollbacks	14.98	17.33	16.60	18.41	18.53	16.58
Net M&O Millage	7.60	7.85	7.57	7.76	7.23	6.62
Net Taxes Levied	127,376	120,316	116,692	111,867	105,577	106,752
Net Taxes \$ Increase	(22,750)	(7,060)	(3,624)	(4,809)	(6,290)	1,175
Net Taxes % Increase	(15.15)	(5.55)	(3.01)	(4.12)	(5.63)	1.01

Attachment C

The DDA and the City Council discussed the need for a comprehensive plan for the town center development. It was decided that the City Council would make available to the DDA every plan and survey regarding town center development. Mr. Pepper will provide the copies of the various plans to the DDA. Both parties will review further the Intergovernmental Agreement, and it will be an item on the agenda for the August 7th council meeting.

INTERGOVERNMENTAL CONTRACT

DRAFT

THIS INTERGOVERNMENTAL CONTRACT (this "Contract"), made and entered into as of the _____ day of _____, 20____, by and between the **CITY OF OXFORD, GEORGIA**, a municipal corporation of the State of Georgia (the "City"), and the **DOWNTOWN DEVELOPMENT AUTHORITY OF OXFORD**, a body corporate and politic (the "DDA").

WITNESSETH:

WHEREAS, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1 (a) provides that any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the DDA was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the 1983 Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, et seq., as amended (the "DDA Law"), and an activating resolution of the Council of the City of Oxford, duly adopted on February 6, 2017, as amended, and is now existing and operating as a public body corporate and politic; and

WHEREAS, the City and the DDA wish to enter into this Contract to better set out the parties' responsibilities and to better define the relationship of staff, management of programming, and financial obligations with respect to the City and DDA;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the DDA do hereby agree, as follows:

1.

This Contract shall become effective upon the date of execution and shall continue in effect until _____ . Notwithstanding the foregoing, in no event shall the term of this Contract extend more than fifty (50) years.

2.

Service Area. In accordance with the procedures defined by state law, the City has activated the DDA to stimulate and sustain economic development in the downtown development area of Oxford, as such area is currently or hereafter designated from time to time by resolution of the City (DDA Area, *Attachment I*).

3.

Staff Support. The City will provide as available the following staff support to the DDA: City Manager (project management, as requested and available) and City Clerk (manage DDA checking account, prepare financial reports and facilitate audits).

The City shall provide at a minimum: 1) Annual Registration and all reporting required by the Department of Community Affairs, and 2) Financial Reports and Annual Audits required by the Department of Community Affairs, the IRS, and lending institutions.

4.

Payment for Services. The City will fund the DDA with a budgeted allocation of \$30,000 per year for FY2018 and shall notify the DDA at least 30 days prior to the end of each fiscal year of the amount of the budget allocation, if any, for the following fiscal year. The DDA agrees to utilize funds to the benefit of the DDA Area.

5.

Transfer of Land. The City will transfer the following property to the DDA:

Project One _____

It is anticipated that additional property will be transferred to the DDA at a future date. This Contract will be amended at that time.

6.

DDA Project(s). For Project One the DDA shall develop residential housing on the property. The DDA may act as the developer or contract with a developer. At the conclusion of the project, the property and the improvements will be owned by the homeowners subject to restrictive covenants imposed by the DDA.

7.

Amendments. It is contemplated by the City and the DDA that this Contract may be amended to address other projects which may be desired by the City and the DDA.

8.

Annual Report & Plan. The DDA agrees to provide to the City in the second quarter of each year, an annual report specifying programs and projects and achievements of the Authority during the immediately preceding fiscal year. This report shall include in general the financial commitments, the impact of the programs and projects on the DDA Area, and whether or not the program or project has been completed, is ongoing, or has been discontinued. At the same time, the DDA agrees to provide to the City a copy of the annual plan of action for the coming fiscal year, including estimated costs, anticipated outcomes, and the necessary steps for achievement.

9.

Joint Meeting. The City and the DDA agree to hold a joint meeting of the City Council and the DDA on an annual basis at a time and place agreed upon between themselves.

10.

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Contract, which provisions shall remain in full force and effect.

11.

This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

12.

This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

13.

Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either party hereto will not be deemed to be a continuous waiver in the event of any future breach of any condition hereunder.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts, under seals, as of the day and year first above written.

CITY OF OXFORD, GEORGIA

By: _____
Mayor

(SEAL)

Attest:

By: _____
City Clerk

**DOWNTOWN DEVELOPMENT AUTHORITY
OF OXFORD**

By: _____
Chair

(SEAL)

Attest:

By: _____
Secretary/Treasurer