

## OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING REGULAR SESSION MONDAY, AUGUST 6, 2018 – 7:00 PM CITY HALL

MEMBERS PRESENT: Jerry D. Roseberry, Mayor; and Councilmembers: George Holt; Jim Windham; Mike Ready; and Sarah Davis. Councilmembers Jeff Wearing and David Eady were not present.

OTHERS PRESENT: Matt Pepper, City Manager; Dave Harvey, Chief; Lauran Willis, City Clerk; Jody Reid, Superintendent; Hoyt Oliver, Cheryl Ready, Patsy Burke, Judy Greer, Peggy Madden, Art Vinson, Zach May and Allison Epps with Oxford College.

Call to Order, Pledge, Welcome ...... Mayor Jerry D. Roseberry Invocation...... Hoyt Oliver

Motion was made by Ready, seconded by Davis to accept the Agenda for the August 6, 2018 Mayor and Council Meeting. The motion passed 5/0. Attachment – A

Consent Agenda/ Approved 5/0. Attachment B

#### **Mayors Report**

Mayor Roseberry announced that the City received \$71,000 from FEMA as reimbursement from the damage caused by tropical storm Erma. He thanked City Manager, City Hall Staff and Jody for the work that was done in putting together the reports. He also thanked Jody's crew for the work they contributed.

**Planning Commission Recommendations/Petitions** 

None

**Citizens Concern** 

None

<u>Second Reading of an Amendment to Sec. 6-33 – State Minimum Standards and Permissive Codes Adopted</u>
We had the second reading for a proposed amendment to Chapter 6: Section 6-33 of the city's current building ordinance. With this amendment, the city adopts all building codes and standards as currently adopted by the State of Georgia.

A motion was made by Ready, seconded by Windham to adopt the amendment to Section 6-33 — State Minimum Standard and Permissive Codes. Motion was approved 5/0. Attachment C

#### **Asbury Street Park Plans**

City Manager Matt Pepper presented the plans approved by the Asbury Street Park Citizens Advisory Committee and Trees, Parks and Recreation Board with a recommendation to proceed with the bid process to begin construction.

A motion was made by Holt, seconded by Ready to approve the plans and move forward with bid process. The motion passed 5/0. Attachment D

#### 107 W. Clark Street Renovation Project

Discussion was made regarding the revised roofing quote for a standing seam roof from JACO Contracting. This item will be moved to the Work Session on August 20, 2018. Attachment E

#### **East Clark Street Property Deed**

City Manager Matt Pepper presented the warranty deed and resolution for two E. Clark Street parcels that will be developed by the Downtown Development Authority as part of the E. Clark Street project with recommendation for approval.

A motion was made by Ready, seconded by Holt to approve the resolution and the warranty deed for the two parcels. The motion passed 5/0. Attachment F

#### **Chipper Truck for the Streets Department**

City Manager Matt Pepper said the FY2019 Capital Budget includes \$84,000 for a replacement chipper truck. Pepper presented three quotes for a new chipper truck with recommendation to accept the quote from Altec for \$76,721.

A motion was made by Davis, seconded by Windham to accept the quote from Altec in the amount of \$76,721 for a new chipper truck. The motion passed 5/0. Attachment G

#### **Invoice Approval**

INVOICES OVER \$1,000.00

VENDOR	DESCRIPTION	AMOUNT
	MONTHLY	
Blue Cross Blue Shield	Health Insurance Employees $(8/1 - 9/1)$	18,222.76
City of Oxford Utilities	City Hall/Maintenance Facility/Old Church/Pump Station on Richardson/107 W. Clark St. Utilities for (Bill Date 7/27/2018)	1,714.38
City of Covington	Quarterly sewer charges 4/1/18 - 6/30/18	11,070 00
Cintas	Uniforms	1,410.57
Consolidated Monthly Report	Municipal Court Fines and Fees for June	1,397.20
Georgia Department of Natural Resources	Annual drinking water fee to DNR	3,900.00
Georgia Municipal Association	GMEBS/Retirement Trust Fund (July) Inv. 340426	6,491.75
Latham Home Sanitation	Garbage and Recycling Service (July)	6,891.38
MasterCard	Hotel fees for ECG training for Jody/Hotel fees for Judge Municipal Law training, replace first aid kits for all departments, Hands free devices for all utility vehicles, etc.	1,865.04

NC Board of Commissioners	Monthly water purchase for June Inv. 2432	18,576.00
NC Board of Commissioners	Monthly water purchase for July Inv. 2444	14,859.00
NC Water & Sewerage Authority	Plant Operations & Maintenance 5/30/18 – 6/28/18	6958.13
Newton County Sheriff's Office	Prisoner housing 9 detainees plus processing fee	1,350.00
Southeastern Power Admin.	SEPA energy cost (June) Inv. B-18-2372	3,078.43
Sophicity	Software/ Technical Maintenance (July) Inv. 10138	1,813.05
PU	JRCHASES/CONTRACT LABOR	
Air Conditioning Specialist Inc.	AC Unit in Police Depart/Compressor	2,334.60
Anixter Inc.	Electric Supplies	2,280.00
AT&T	Monthly Service June 29 – July 28	1,074_44
C. David Strickland	Professional Fees June	2,318.82
C. David Strickland	Professional Fees July	4,371.02
<b>Consolidated Copier Services</b>	Quarterly Impressions charge 4/30 -7/30	1,116.22
Gresco Utility Supply	Chain saw/Block set w/hook/Fan Fold bucket cover/tool bucket step hasting	1,475.00
Georgia Hydrant Services Inc.	2-6" Insert Valves Materials & Labor	11,400.00
Harris Local Government	Annual Software Renewal	18911.81
MasterCard Services	Hotel & Conference Jekyll Island for Jody and Scottie GRWA/ECG Conference Jody/Parade items/folding chairs for events at Maintenance Facility/Stamps for delinquent billing. Various other charges.	2,179.23
Mason Tractor Co.	Replace clutch & bearing in chipper	1,735.77
Treadmaxx Tire Distributors	Tires for Police vehicles	1,708.33
Woco Pep Oil, Inc.	Gasoline delivered July 19, 2018	3,193.32
	APPROVED CONTRACTS	
Arbor Equity Inc.	Pruning all trees along Asbury St. raise for vehicle clearance, Willow Oaks along Pierce perform crown clearing of deadwood 2" and larger, 1106 Asbury – structural prune Willow Oak and raise, Chip all debris.	1,800.00
HCS Services	Pierce Street Water Valve Replacement	2,850.00
HCS Services	2" irrigation tap @ Pierce Street	1,400.00
Jordan Engineering	Asbury Park Civil design plans, construction drawings, hardscapes and landscape architecture items, finish hydrology calculations and profiles.	4,800.00
Oxford Historical Cemetery	FY2019 Annual maintenance support	5,000.00
Scarborough Tree Service	Removal of 1 large Oak on Emory St./stump grinding	3,000.00
Sumner Meeker, LLC	Legal Professional/East Clark Street property	1,965.00

A motion was made by Holt, seconded by Ready, to approve invoices. The motion was passed 5/0.

A motion was made by Windham, seconded by Holt to adjourn the regular session at 7:29 PM. The motion passed 5/0.

A motion was made by Ready, seconded by Windham to enter into an executive session at 7:29 PM. Motion passed 5/0.

Council discussed several real-estate matters.

There being no further business, a motion was made by Windham, seconded by Davis to adjourn the executive meeting at 8:15 PM. The motion passed 5/0.

Respectfully Submitted;

Tauran Willis, MMC/FOA

City Clerk

#### OXFORD MAYOR AND COUNCIL REGULAR MEETING MONDAY, AUGUST 6, 2018 – 7:00 P.M. CITY HALL A G E N D A

- 1. Call to Order, Mayor Jerry D. Roseberry
- 2. Invocation
- 3. Pledge of Allegiance
- 4. Motion to accept the Agenda for the August 6, 2018 Mayor and Council Regular Meeting.
- 5. CONSENT AGENDA
  - a. \* Motion to approve the Minutes of the Regular Meeting of July 2, 2018.
  - b. \* Motion to approve the Minutes of the Public Hearing & Work Session 7/16/2018.
  - c. \* Motion to accept the Minutes of the Public Hearing/Special Called Meeting 7/23/2018.
    - d. \* Motion to accept the Minutes of the DDA 6/27/2018.
- 6. Mayor's Report
- 7. Planning Commission Recommendations/Petitions.
- 8. Citizen Concerns.
- 9. \* Second Reading of an Amendment to Sec. 6-33. State Minimum Standards and Permissive Codes Adopted We will have the second reading for a proposed amendment to Section 6-33 of the city's current building ordinance. With this amendment, the city adopts all building codes and standards as currently adopted by the State of Georgia. We have attached the proposed amendment.
- 10. \* Asbury Street Park Plans Council will review the civil plans for Asbury Street Park. The plans have been approved by the Asbury Street Park Citizens Advisory Committee and the Trees, Parks and Recreation Board. We have attached a copy of the civil plans. We recommend that Council approve the plans to go out for bid for the new park as presented.
- 11. \* 107 W. Clark Street Renovation Project We will discuss the revised roofing quote for a standing seam roof from JACO Contracting.
- 12. \* E. Clark Street Property Deed Council will review the warranty deed for the E. Clark Street property. The deed is for the two parcels that will be developed by the

Downtown Development Authority as part of the E. Clark Street project. The deed must be conveyed by a resolution from Council. We recommend that Council deed the two parcels to the DDA.

13. \* Chipper Truck for the Streets Department – The FY2019 Capital Budget includes \$84,000 for a replacement chipper truck. We recommend that Council award the purchase order to Altec for \$76,721.

#### 14. Invoice Approval

#### **INVOICES OVER \$1,000.00**

VENDOI	DESCRIPTION	AMOUNT
	MONTHLY	
Blue Cross Blue Shield	Health Insurance Employees (8/1 – 9/1)	18,222.76
City of Oxford Utilities	City Hall/Maintenance Facility/Old Church/Pump Station on Richardson/107 W. Clark St. Utilities for (Bill Date 7/27/2018)	1,714.38
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Cintas	Uniforms	1,410.57
Consolidated Monthly Report	Municipal Court Fines and Fees for June	1,397.20
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MasterCard	Hotel fees for ECG training for Jody/Hotel fees for Judge Municipal Law training, replace first aid kits for all departments, Hands free devices for all utility vehicles, etc.	1,865.04
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NC Board of Commissioners	Monthly water purchase for July Inv. 2444	14,859.00
NC Water & Sewerage Authority	Plant Operations & Maintenance 5/30/18 – 6/28/18	6958.13
Newton County Sheriff's Office	Prisoner housing 9 detainees plus processing fee	1,350.00
Southeastern Power Admin.	SEPA energy cost (June) Inv. B-18-2372	3,078.43
Sophicity	Software/ Technical Maintenance (July) Inv. 10138	1,813.05
PU	RCHASES/CONTRACT LABOR	·
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Anixter Inc.	Electric Supplies	2,280.00
AT&T	Monthly Service June 29 – July 28	1,074.44
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C. David Strickland	Professional Fees July	4,371.02
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MasterCard Services	Hotel & Conference Jekyll Island for Jody and Scottie GRWA/ECG Conference Jody/Parade items/folding chairs for events at Maintenance Facility/Stamps for delinquent billing. Various other charges.	2,179.23
Mason Tractor Co.	Replace clutch & bearing in chipper	1,735.77
Treadmaxx Tire Distributors	Tires for Police vehicles	1,708.33
Woco Pep Oil, Inc.	Gasoline delivered July 19, 2018	3,193.32
	APPROVED CONTRACTS	
Arbor Equity Inc.	Pruning all trees along Asbury St. raise for vehicle clearance, Willow Oaks along Pierce perform crown clearing of deadwood 2" and larger, 1106 Asbury – structural prune Willow Oak and raise, Chip all debris.	1,800.00
HCS Services	Pierce Street Water Valve Replacement	2,850.00
HCS Services	2" irrigation tap @ Pierce Street	1,400.00
Jordan Engineering	Asbury Park Civil design plans, construction drawings, hardscapes and landscape architecture items, finish hydrology calculations and profiles.	4,800.00
Oxford Historical Cemetery	FY2019 Annual maintenance support	5,000.00
Scarborough Tree Service	Removal of 1 large Oak on Emory St./stump grinding	3,000.00
Sumner Meeker, LLC	Legal Professional/East Clark Street property	1,965.00

- 15. Executive Session Council will discuss real estate and litigation matters.
- 16. Adjourn





#### DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING **REGULAR SESSION** MONDAY, July 2, 2018 - 7:00 PM **CITY HALL** DRAFT

MEMBERS PRESENT: Jerry D. Roseberry, Mayor; and Councilmembers: George Holt; Jim Windham; David Eady; Mike Ready; Jeff Wearing, and Sarah Davis.

OTHERS PRESENT: Matt Pepper, City Manager; Dave Harvey, Chief; Lauran Willis, City Clerk; Jody Reid, Superintendent; Hoyt Oliver, Teresa Welch, Cheryl Ready, Patsy Burke, Judy Greer, Erik Oliver, Peggy Madden.

The meeting was called to order by the Hon. Jerry D. Roseberry, Mayor

Invocation was delivered by Hoyt Oliver Pledge of Allegiance – All

#### **Agenda Amendments**

Mayor Roseberry requested to amend the agenda to add a request from County Attorney, Aaron Meyer for the city to approve an extension of the deadline for the next Service Delivery Strategy to October 31.

Motion was made by Mike Ready, seconded by Jeff Wearing to accept the amendment of the agenda and to approve the extension of the Service Delivery Strategy with Newton County until October 31. Motion passed 7/0.

Mayor Roseberry requested to amend the agenda to include discussion regarding the Property Tax Digest. Motion was made by Eady, seconded by Windham to accept the amendments of the agenda. Motion passed **7/0.** (Attachment A)

#### **CONSENT AGENDA**

Approved, 7/0. (Attachment B)

#### **Honorary Councilmember**

Councilmember Eady has appointed Melissa Hage as Honorary Councilmember for June. Because of her travel schedule she will attend the work session in July.

#### Mayor's Reports

City Clerk Lauran Willis gave report on the Property Tax Digest with dates and times of the required meetings. Willis said that the 2018 Millage Rate digest is set at 6.622 with a Rollback Millage Rate set at 5.932. If we maintain the current millage rate of 6.62 mills, this will require three public hearings. If we go with the proposed rollback rate of 5.932, this would only require one public hearing and adoption.

A motion was made by Ready, seconded by Eady to approve to maintain the current millage rate of 6.622 in taxes based on the current 2018 Millage Rate. Motion passed 6/1 with Councilmember Holt voting Nay.

Mayor Roseberry gave an update of the Police Department statistics.

#### **Planning Commission Recommendations/Petitions**

None

#### Citizens' Concerns

Hoyt Oliver reminded everyone of the Community Picnic at Old Church on Tuesday night July 3, at 6:30 sponsored by the Oxford Historical Society.

Second Reading and adoption of Ordinance Change for Sec. 20-1.-Disorderly Conduct

A motion was made by Windham, seconded by J. Wearing to approve the amendment to Section 20-1

Disorderly Conduct. Motion passed 7/0. (Attachment C)

First Reading on an Amendment to Section 6-33- State Minimum Standards and Permissive Codes Adopted. City Manager Matt Pepper presented the first reading for a proposed amendment to Section 6-33 of the city's current building ordinance. With this amendment, the city adopts all building codes and standards as currently adopted by the State of Georgia.

#### 107 W. Clark Street Renovation Project

Councilmember Eady gave a report from the ad hoc Yarbrough House Renovation Committee and presented three quotes for the Yarbrough House renovation.

A motion was made by Eady, seconded by J. Wearing to accept the quote from JACO Contracting Inc. for the Yarbrough House renovation as stated in the task of work listed as per the memo from Councilmember Eady dated July 2, 2018, to include the standing seam roof made of galvalume and color similar to City Hall for a total of \$29,300. The motion was passed 7/0. (Attachment H)

#### Tree Removal Bids for 107 W. Clark Street

City Manager Matt Pepper said we have received two bids for the removal of the tree line along the east and south sides of the property located at 107 W. Clark Street. A recommendation was made to award the purchase order to HCS Services for \$10,700, to include breakdown of items to include that contractor will supply all labor and equipment, locate and disconnect all utilities, roll off containers T&D, grade and balance with dirt on site, and seed and straw site on completion.

A Motion was made by Eady seconded by Windham to accept the bid from HCS Services including the above listed items for \$10,700. The motion passed 7/0.

#### **ECG Legislative and Regulatory Services**

City Manager Matt Pepper said Electric cities of Georgia (ECG) has offered legislative and regulatory services to its member cities. This new service will focus on current, proposed, and pending state legislation that impacts member cities' distribution systems. The estimated annual cost for this service is \$873. He recommended Council approve this service with ECG.

A motion was made by Ready, seconded by J. Wearing to endorse this service with ECG. The motion passed 7/0.

#### Appointment to the Downtown Development Authority

City Manager Matt Pepper said that Danielle Miller has been recommended to fill the vacancy left by Kendra Mayfield on the city's Downtown Development Authority (DDA).

A motion was made by Eady, seconded by Holt to approve the appointment of Danielle Miller to the DDA. The motion passed 7/0.

#### **Asbury Street Park**

City Manager Matt Pepper said we are waiting on the landscape plans from the Landscape Architect.

#### **Invoice Approval**

INVOICES OVER \$1,000.00

VENDOR	DESCRIPTION	AMOUNT
	MONTHLY	
Blue Cross Blue Shield	Health Insurance Employees (7/1 – 8/1)	9,378.41
City of Oxford Utilities	City Hall/Maintenance Facility/Old Church/Pump Station on Richardson/107 W. Clark St. Utilities for (May)	1,509.98
Georgia Municipal Association	GMEBS/Retirement Trust Fund (June) Inv. 338771	6,279.16
Latham Home Sanitation	Waste/Recyclables (June)	5,636.10
NC Board of Commissioners	Monthly water purchase for May Inv. 2423	18,490.00
NC Water & Sewerage Authority	Plant Operations & Maintenance 4/17/18 – 5/30/18	6958.13
Southeastern Power Admin.	SEPA energy cost (May) Inv. B-18-2089	3,062.03
Sophicity	Software/ Technical Maintenance (July)	1,813.05
	RCHASES/CONTRACT LABOR	
MasterCard Services	Hotel & Conference Jekyll Island for Jody and Scottie GRWA/ECG Conference Jody/Parade items/folding chairs for events at Maintenance Facility/Stamps for delinquent billing. Various other charges.	2,179.23
McNair, McLemore, Middlebrooks	Charles Hall, CPA Professional Services, onsite bookkeeping assistance and meeting with City Manager	1,470.00
Northeast Georgia Regional Commission	FY2019 Per Capita Dues	2,100.00
Phoenix Personnel	Temporary Service Week ending 6/12/2018	1,093.05
Phoenix Personnel	Temporary Service Week ending 6/26/2018	1,111.95
Steven A. Hathorn	Legal Municipal Judger April – June	1,250.00
Tres Thomas, III P.E.	Develop & Submit 2017-2022 Storm Water Management Program	1,500.00
	APPROVED CONTRACTS	
Arbor Equity Inc.	Pruning 15 trees various areas around city.	2,680.00
HCS Services	Sewer Tap 1226 Emory Street	1,750.00
Jordan Engineering	GDOT Hwy 81 & Soule GUPS correspondence and tree removal emails and calls. Civil plans, calculations,	4,635.00

details, Asbury park civil plans, design and coordination
for underground stormwater mgmt. facility. Data
management. Field coordination etc.

A motion was made by George Holt, seconded by Ready, to approve invoices. The motion was passed 7/0.

#### **Executive Session**

A motion was made by Windham, seconded by Eady to go into an Executive Session at 8:00 PM.

City Manager Matt Pepper and Utility Superintendent Jody Reid updated Council on the negotiations regarding a sewer easement with the property owner at 1008 Emory Street.

A motion was made by Ready, seconded by Davis to leave the Executive Session at 8:09 PM. Motion passed 7/0.

A motion was made by Ready, seconded by Davis to go back into Regular Session at 8:09 PM. Motion passed 7/0.

A motion was made by Eady, seconded by Ready to authorize the City Manager Matt Pepper and Utility Superintendent Jody Reid to continue negotiations with the property owner. Motion passed 7/0

A motion was made by J. Wearing, seconded by Eady to adjourn at 8:15 PM. Motion passed 7/0.

Respectfully Submitted;

Lauran Willis, CMC City Clerk



DRAFT

#### MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING **PUBLIC HEARING AND WORK SESSION** MONDAY, July 16, 2018 – 6:00 PM CITY HALL

DRAFT

MEMBERS PRESENT: Jerry D. Roseberry, Mayor; and Councilmembers: David Eady; Sarah Davis; Mike Ready, Jim Windham, George Holt, and Jeff Wearing.

OTHERS PRESENT: Matt Pepper, Assistant City Manager; Lauran Willis, City Clerk; Daryl Welch with the Covington News; Teresa Welch, Melisa Hage, Art Vinson, James Waddey, Anderson Wright, Peggy Madden, Allyson Epps, Mary Carter, Don Henderson, Hoyt Oliver, and Robert Bayless.

Agenda (Attachment A)

Mayor Roseberry called the called the Public Hearing to order at 6:00 PM.

Mayor Roseberry, announced the purpose of the Public Hearing was discuss the city's budget specifically the millage rate on real estate in the city. Roseberry said historically the city has rolled back taxes every year so the taxes would remain the same. This year, Council has decided we need to change that. Primarily in looking forward to the future the city's mixture of revenue will be changing. He said that property tax accounts for less than 2% of the city's total budget, it accounts for 7% of the government general budget. When you include it with the electric and water fund, it equals 1.9% of the total budget. In 2020, there will be another census. The census determines how certain funds are distributed throughout the County. At present Oxford is receiving 3% of sales taxes. As you know the county has grown quite a bit, and Oxford is not 3% of the county. Oxford is approximately two and a quarter or two and a half percent. Oxford receives \$325,000, or 25% of its budget, through sales tax, \$136,000 in Insurance Premium Tax, 10% of our budget, and 40% of our budget comes from the electric fund. In looking at all of these factors, the city's sources of revenue is going to change. This Council has the obligation not to look at just this year, but to look five or ten years down the road.

Roseberry said we have a choice we can wait until we need a big increase or we can gradually add a little each year as long as the economy is growing. If we have a year like we've had in recent years where there is no growth, I doubt that council would raise taxes. We would hold them where we are. I will remind you that Oxford is the only city in the county that offers an additional \$10,000 Homestead Exemption.

Hoyt Oliver of 312 W. Clark Street said I think our taxes compared to many other places have always been low. He said "I think it is a wise move on the part of the Council".

Art Vinson of 93 Asbury Street said it appears you are simply reversing the roll backs from the last four to five years and catching thing up which I don't see any argument against that. I will suggest as you mentioned the number of sources of revenue that come in that are different than property taxes it would be great in the future if we looked at a total cost of living and the various factors that effect that. There being no further comments Mayor Roseberry closed the Public Hearing at 6:09 PM.

# DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING WORK SESSION MONDAY, July 16, 2018 – 6:09 PM CITY HALL DRAFT

#### **Honorary Councilmember of the Month**

Mayor Roseberry introduced Melissa Hage as Honorary Councilmember for June and presented her with a proclamation as appreciation for her participation.

#### Mayor's Announcements

Mayor Roseberry gave an update report from the Police Department for the Month of June.

#### Review Amendment to Code Section 40-536 - Livestock and Fowl

City Manager Matt Pepper said that The Planning Commission recommends an amendment to Sec. 40-536. – Live Stock and Fowl to allow for the keeping of up to six chickens in the RR, R-30, R-20, and R-15 residential zoning districts. Per the amendment, the chickens must be contained within the property at least 20 feet from all property lines.

This item will be on the August work session agenda for further discussion.

#### E. Clark Street Property Deed

City Manager Matt Pepper presented the warranty deeds for the E. Clark Street property. The deed is for the two parcels that will be developed by the Downtown Development Authority as part of the E. Clark Street project. Council will need to approve the deed by resolution. This item will be on the August 6<sup>th</sup> agenda.

#### 107 W. Clark Street Renovation Project

The ad hoc Yarbrough House Renovation Committee presented an update on the project. City Clerk Lauran Willis said there were questions and discrepancies in the original quote from the contractor, and the figures presented by the ad hoc committee at the July 2<sup>nd</sup> meeting. Councilmember Jeff Wearing said he is working with the Contractor to get a new quote and clarification regarding the type of roofing material and the cost. This item will be placed on the August work session agenda for further review.

#### **Handicap Ramp for Old Church**

Mayor Roseberry said there is a lot of information to be determined regarding the ramp and requested it be postponed to the next meeting for further discussion.

#### **Mosquito Spray**

Councilmember Windham requested that Council discuss the use of an environmentally-friendly alternative to spray for mosquitos. Windham presented literature on various types of chemicals and their effects on insects, animals and humans. Windham suggested the city launch a campaign for citizen's awareness and ask them to empty any standing water around their homes, especially old tires.

Council asked that City Manager Matt Pepper contact the county and state to see what they are doing and to contact the Health Department to see what their recommendations are. This item will be moved to the August work session for further discussion.

A motion was made by Windham, seconded by J. Wearing to adjourn at 6:38 PM.

Respectfully Submitted,

Lauran Willis, CMC/FOA City Clerk



## OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING PUBLIC HEARING MONDAY, July 16, 2018 – 9:00 AM CITY HALL

MEMBERS PRESENT: Jerry D. Roseberry, Mayor; and Councilmembers: David Eady; Sarah Davis; Mike Ready.

OTHERS PRESENT: Matt Pepper, Assistant City Manager; Lauran Willis, City Clerk; Daryl Welch with the Covington News.

The meeting was called to order at 9:00 AM by the Hon. Jerry D. Roseberry, Mayor.

Mayor Roseberry announced the purpose of the Public Hearing is to review the proposed change in property taxes. Roseberry said over the past five years the city has not maintained any growth in property taxes. He said that Oxford is the only city in the county that offers a \$10,000 Homestead Exemption. Roseberry said that Council has indicated that we are not going to roll back the rate. We are going to continue with the 6.62 mileage rate. Roseberry said that the city depends heavily on the electric utilities to supplement the general budget. For example, the budget year that just ended, 30% of the general fund budget came from the electric department. As we see a decline in revenue, we have to be mindful of what will happen ten years from now. It's better if we begin a small marginal increase now rather than waiting until we must take action and risk having a large increase.

Councilmember Eady said that in reviewing our funds, the general fund expenses have increased slightly over the past few years while other revenue has remained relatively even. The general fund has declined because we have been rolling back the rates since 2008 - 2009. We have not been increasing our revenue on the property tax side, so it's just started to get back in line with growth and the cost of government. Also, we are shifting some of our focus on revenue to cover more of our expenses with property tax and less with enterprise funds.

Roseberry included that in addition to the electric fund being a source, our largest tax revenue comes from Local Option Sales Tax. In the most recent budget cycle, 25% was from sales tax. Sales tax is based on population; the way the money is shared in the County is based on population of the cities in the County. The next census which is underway now which will be published in 2021, the County and the Cities will have to negotiate the distribution no later than December 2021. At that time, it will be determined what share of revenue Oxford will receive. We are currently receiving about 3%, when under the estimated revenue with the county we are significantly less than 3% based on population. Another tax revenue we receive is from Insurance Premium, which was 10% of our budget. This, too, is based on population according to state distributions. There are several factors that go into the long range planning of the budget. We are not arbitrarily saying we are going to

increase taxes. In our philosophy, we do not increase any taxes or fees without explaining why and the purpose in which they will be used.

Daryl Welch with Covington News asked had the assessments not gone up this year would you have raised the taxes this year. Roseberry said no we would not have had to raise, that actually what has happened is that if you do nothing the inflation factor takes over. And I don't think Council would have raised taxes under that scenario because if they don't go up that's an indication that the economy is not growing. If the economy is not growing, the people don't have the income for growth. We think it needs to grow as the economy grows and people's income grows. We don't want to get to far behind, and then all of a sudden say we have to raise your taxes.

Councilmember Ready said we did a lot of hard thinking about what's going to happen in the years moving forward. As the Mayor stated, we were concerned about having to justify a large tax increase down the road when it's best to start a basis now after eight years. It's catching up to us if you can imagine what it will be five years from now.

There being no further discussion, Mayor Roseberry adjourned the Public Hearing at 9:27.

Respectfully Submitted,

Lauran Willis, CMC/FOA City Clerk



### MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING PUBLIC HEARING MONDAY, July 23, 2018 – 6:00 PM CITY HALL

MEMBERS PRESENT: Jerry D. Roseberry, Mayor; and Councilmembers: David Eady; Sarah Davis; Mike Ready; Jim Windham.

**OTHERS PRESENT: Lauran Willis, City Clerk** 

The meeting was called to order at 6:00 PM by the Hon. Jerry D. Roseberry, Mayor.

Mayor Roseberry announced the purpose of the Public Hearing is to review the proposed increase in property taxes. Roseberry said that Council has indicated that we are not going to roll back the rate this year. We are going to continue with the 6.622 mileage rate.

There being no citizens present at this Special Called Meeting/Public Hearing. There being no further discussion from Council.

A motion was made by Ready, seconded by Eady to adopt the 2018 Millage Rate at 6.622. The motion passed 5/0. Councilmember George Holt and Jeff Wearing were not present.

A motion was made by Eady, seconded by Windham to adjourn at 6:15 PM.

Respectfully Submitted,

Lauran Willis, CMC/FOA City Clerk

### DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF OXFORD

Minutes - June 27, 2018

MEMBERS: Mr. Mark McGiboney, Chair; Ms. Loren Roberts, Vice-Chair; Mr. Jonathan Eady, Mr. Mike Ready. Mr. Brian Barnard and Ms. Martha Molyneux were absent.

**STAFF**: Matthew Pepper, assistant city manager and DDA secretary/treasurer.

**GUESTS**: Danielle Miller, Chief Business Officer and Sr. Associate Dean of Finance, Operations and Technology for Oxford College.

**OPENING**: At 7:05 PM, Mr. McGiboney called the meeting to order.

**APPROVAL OF MINUTES**: Upon motion of Mr. Ready, seconded by Mr. Eady, the minutes for the meeting on June 6, 2018 were approved. The vote was 4-0.

**REVIEW OF DRAFT REQUEST FOR PROPOSAL:** The DDA members reviewed the draft Request For Proposal (RFP) prepared by Frank Turner, DDA Attorney. During the review, the DDA members had a discussion regarding the incentives the city is willing to offer, the project timeline, the development and building permitting process, and other topics addressed in the RFP. Mr. Pepper will communicate the DDA's edits to the RFP to Mr. Turner.

**CREATE POTENTIAL DEVELOPER LIST:** The DDA members reviewed the list of potential developers for the E. Clark Street Development Project. Mr. Pepper will contact Frank Turner and the county's planning and zoning department to inquire about additional developers to include on the list.

ADJOURNMENT: Mr. McGiboney adjourned the meeting at 8:15 PM.

Approved by:

Matthew Pepper, Secretary/Treasurer

#### STATE OF GEORGIA COUNTY OF NEWTON

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF OXFORD TO AMEND CHAPTER 6: BUILDINGS AND CONSTRUCTION, ARTICLE II: CONSTRUCTION CODES, BY AMENDING SECTION 6-33: STATE MINIMUM STANDARDS AND PERMISSIVE CODES ADOPTED; TO REPEAL ALL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY, AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City pursuant to O.C.G.A. Sec. 36-35-3 known as the "Home Rule for Municipalities", is authorized under paragraph (a) of the rule to adopt clearly reasonable ordinances, resolutions or regulations related to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, Georgia's Uniform Codes Act, at O.C.G.A. Sec. 8-2-20, et. seq., permits local governments to adopt certain mandatory and permissive codes pursuant to state law, and which are not inconsistent with other general law, the Constitution or any charter provision applicable thereto; and

WHEREAS, the Mayor and Council of the City deem it in the best interest of the government and the residents of the City, and further as a matter of public safety, to amend the listing of mandatory and permissive codes within the City, as well as personnel charged with enforcing the same; and

WHEREAS, the Mayor and Council of the City of Oxford have determined that the proper means of addressing said concern is to amend Chapter 6: Buildings and Construction; Article II: Construction Codes; Section 6-33: State Minimum Standards and Permissive Codes Adopted; and

**NOW THEREFORE**, be it ordained by the Mayor and Council of the City of Oxford that Chapter 6: Article II: Section 6-33 be amended as follows:

(Additions are in <u>underlined bold italics</u>; deletions are struck through)

#### Section 1.

#### Sec. 6-33. - State minimum standards and permissive codes adopted.

The City adopts by reference as though fully set forth in this section all building codes and standards as adopted from time to time by Newton County, <u>The State of</u> Georgia, and authorizes eounty <u>City</u> building personnel to enforce such codes within the City.

#### Section 2. Repeal of All Ordinances in Conflict

All ordinances and resolutions or portions thereof in conflict with this ordinance are repealed to the extent of their conflict.

#### Section 3. Severability

If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and such remainder shall remain in full force and effect.

#### Section 4. Effective Date

Pursuant to Sec. 2-21 (9) (D), this Ordinance shall be in full force and effect five (5) days after its final passage.

Nathan Deal Governor



Christopher Nunn Commissioner

### GEORGIA STATE MINIMUM STANDARD CODES

#### **January 1, 2018**

On October 1, 1991, the Uniform Codes Act became effective in Georgia. On July 1, 2004, this Act was revised to make the following construction codes mandatory as the Georgia State Minimum Standard Codes. Listed below are the code editions in effect as of January 1, 2018:

International Building Code	2012 Edition
International Residential Code	2012 Edition
International Plumbing Code	2012 Edition
International Mechanical Code	2012 Edition
International Fuel Gas Code	2012 Edition
International Energy Conservation Code	2009 Edition
International Fire Code	2012 Edition
National Electrical Code	2017 Edition
International Swimming Pool and Spa Code	2012 Edition

The Act requires local governments that elect to enforce these codes within their jurisdictions to adopt administrative procedures and penalties in order to locally enforce any of these mandatory codes. Also, any applicable appendices of these codes must be adopted locally in order to be enforceable within a specific local jurisdiction.

The Act also made the following optional codes available for local government adoption and enforcement. Local governments choosing to enforce any of the below optional codes must adopt the code(s) they wish to enforce, as well as administrative procedures and penalties.

International Property Maintenance Code	2012 Edition
International Existing Building Code	2012 Edition
National Green Building Standard	2008 Edition

The Georgia Amendments are available at the below web link:

http://www.dca.state.ga.us/development/constructioncodes/programs/codeAmendments.asp

The DCA Board specifically omitted the plumbing, electrical, and energy requirements of the International Residential Code for One- and Two-Family Dwellings. Therefore, the plumbing requirements of the International Plumbing Code, the electrical requirements of the National Electrical Code, and the energy requirements of the International Energy Conservation Code must be used for one- and two-family dwelling construction.

If you need assistance in establishing or updating construction codes enforcement program in your area, please contact DCA's Construction Codes Program at (404) 679-3118 or <a href="mailto:codes@dca.ga.gov">codes@dca.ga.gov</a>.



First reading, this 2 day of July, 2018.

Second reading and adoption, this 6 day of August, 2018.

#### CITY OF OXFORD

Sarah T. Davis, Council Member

David Eady, Council Member

Michael Ready, Council Member

Jeff Wearing, Council Member

James H. Windham, Council Member

ATTEST:

{The Seal of the City of Oxford, Georgia}

APPRO

C. David Strickland, City Attorney

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# **ASBURY PARK** CITY OF OXFORD

# CITY OF OXFORD, GEORGIA 110 West Clark Street Oxford, GA 30054

Contact: Matt Pepper (770) 786-7004

**AUGUST 3, 2018** 

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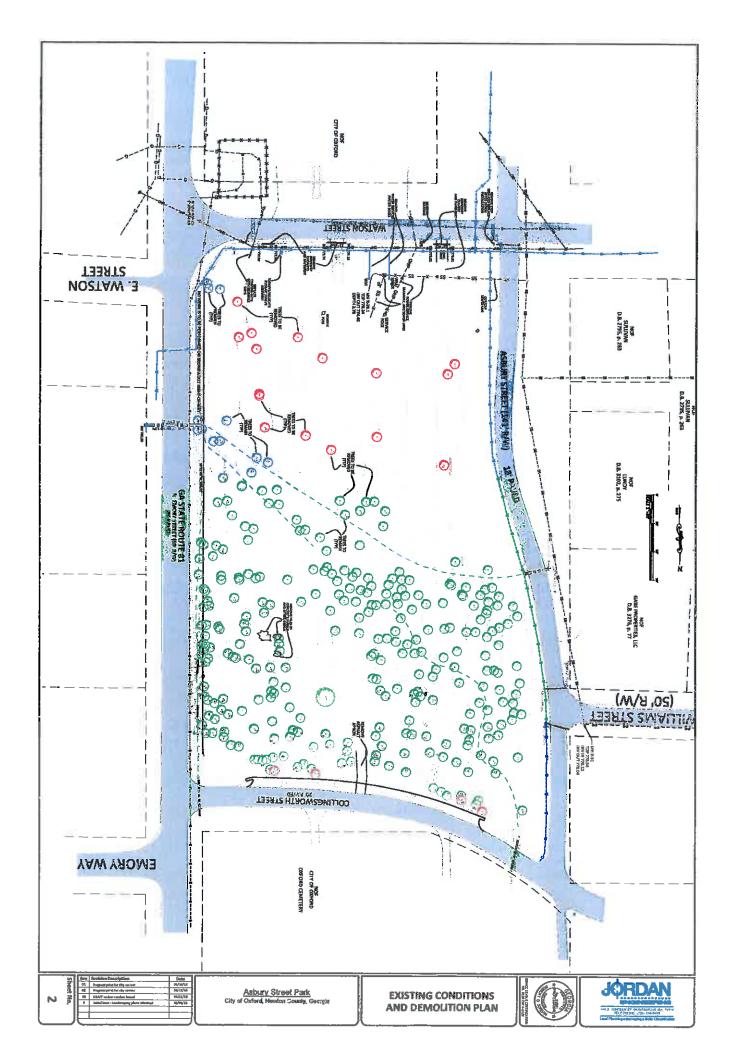
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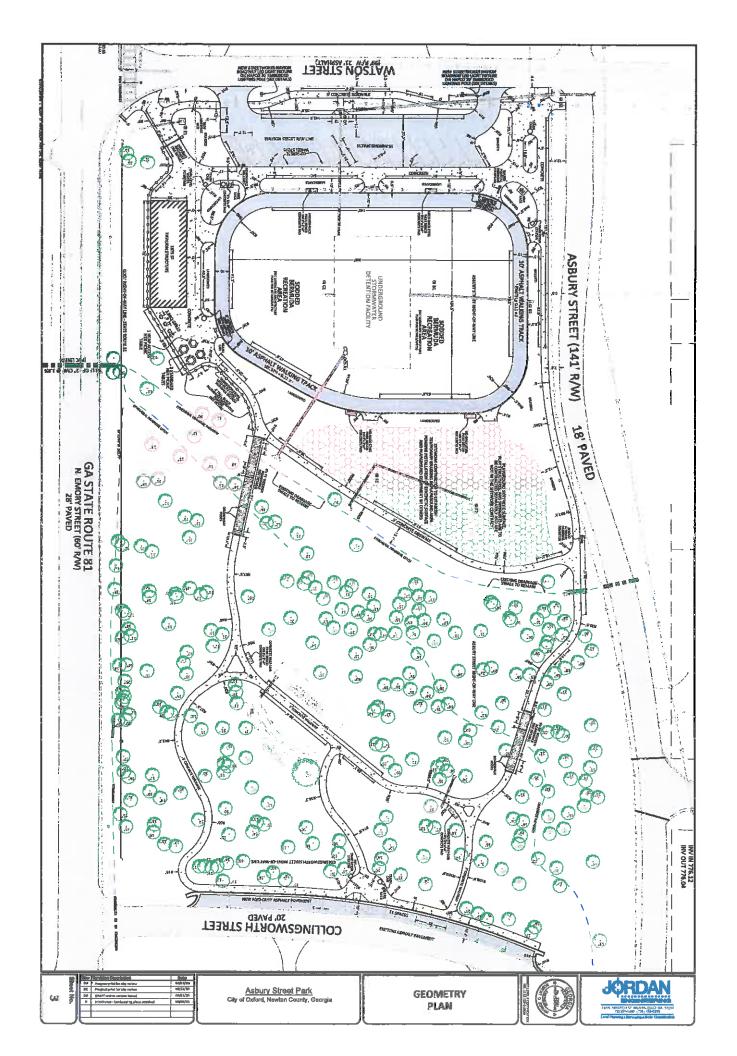


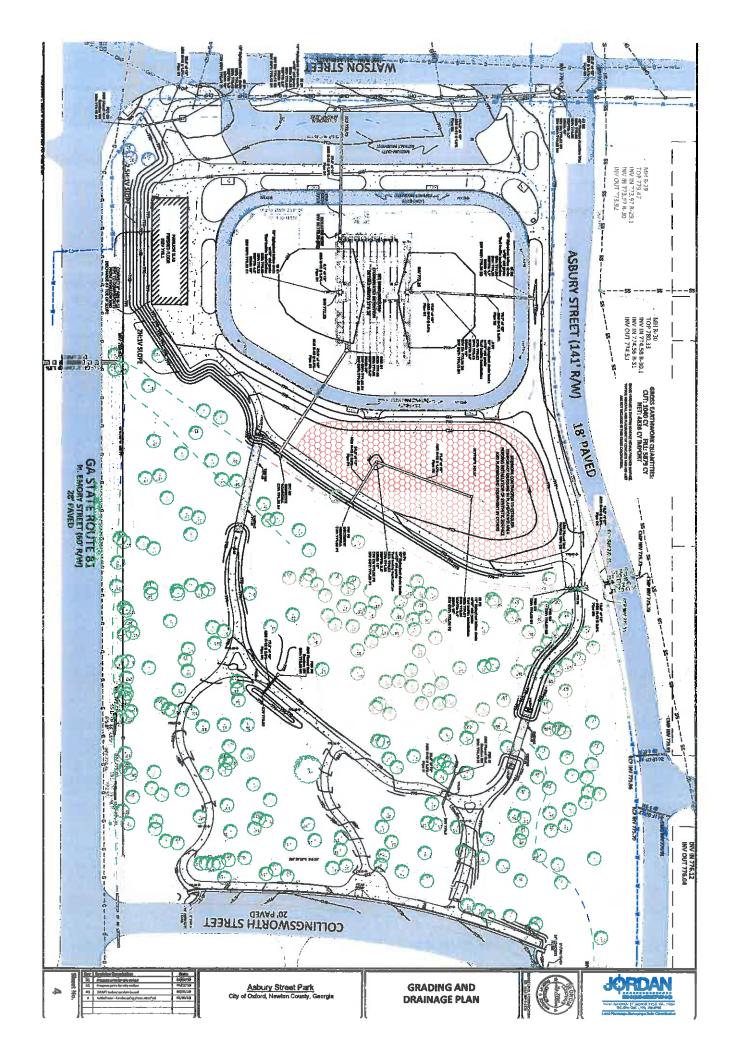
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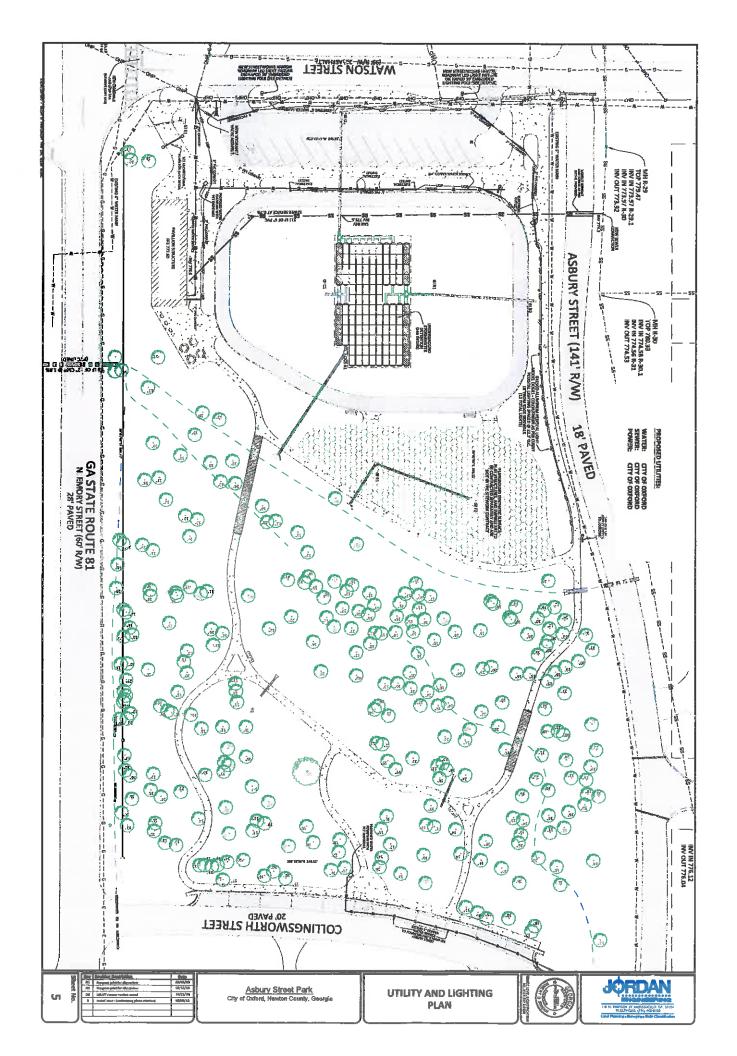
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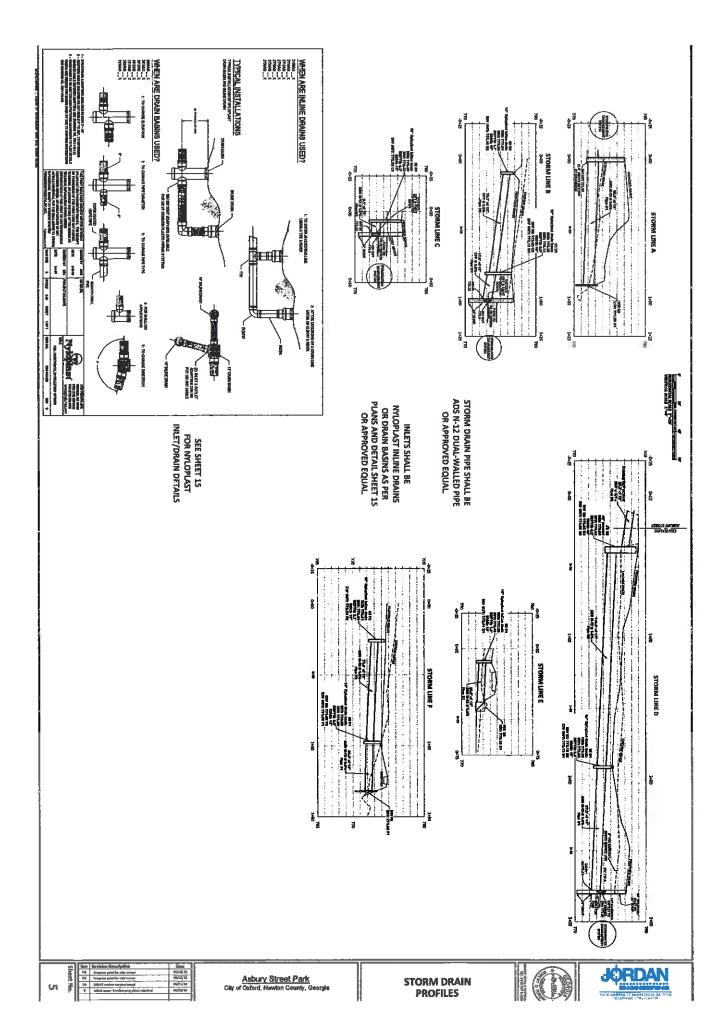


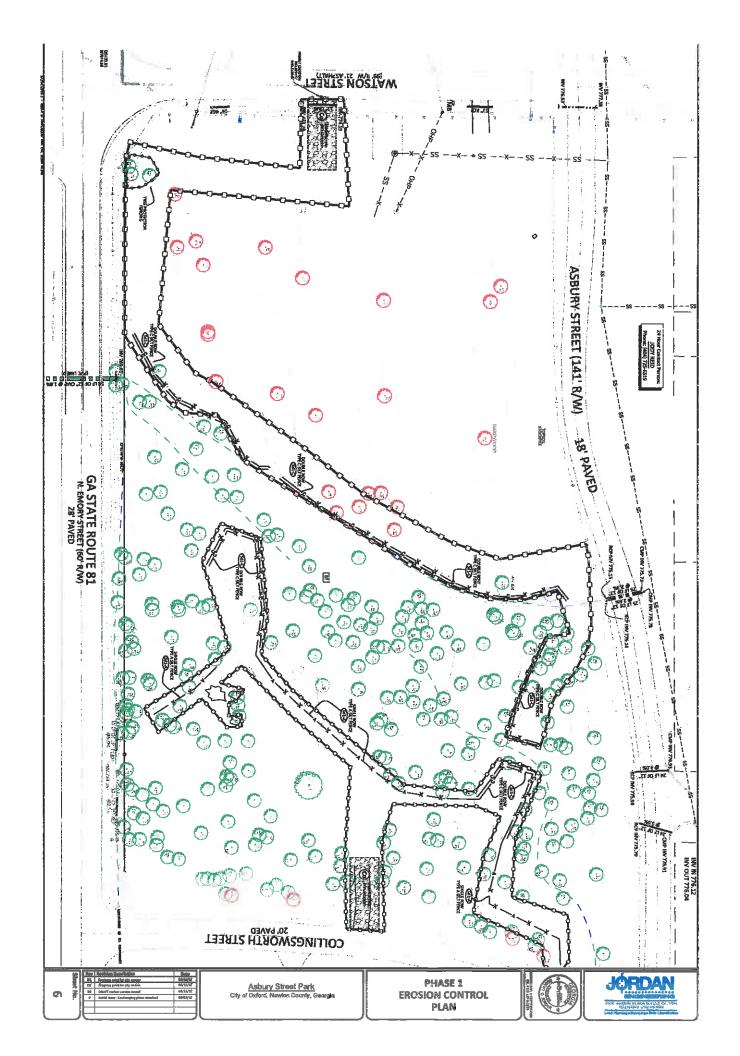


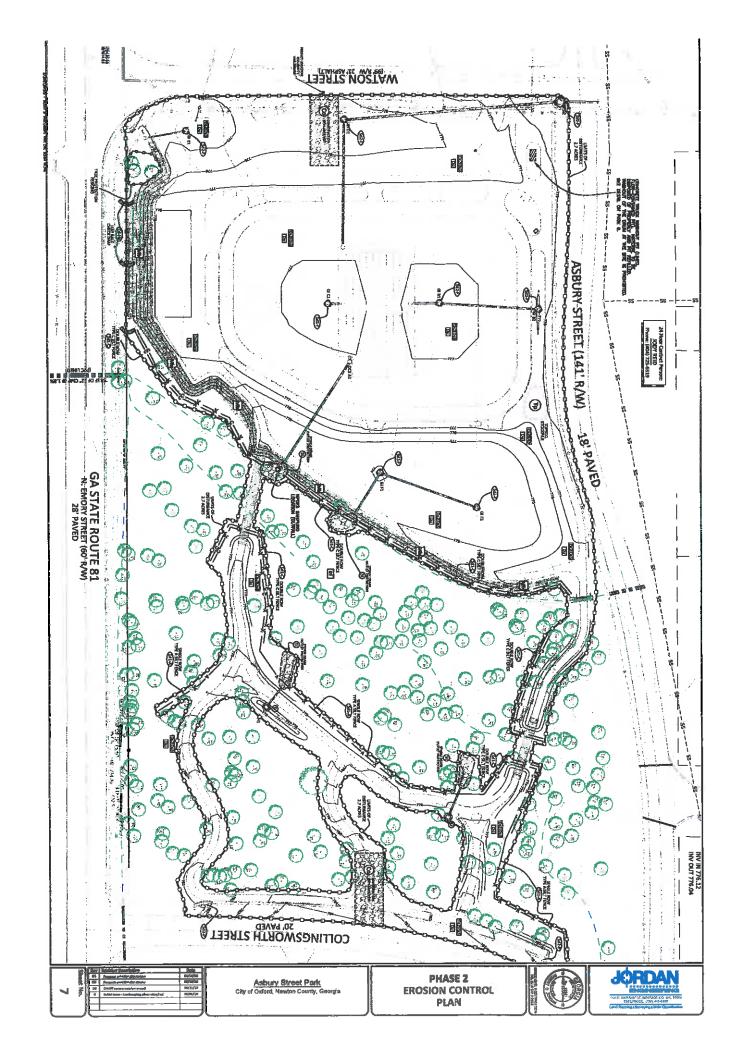


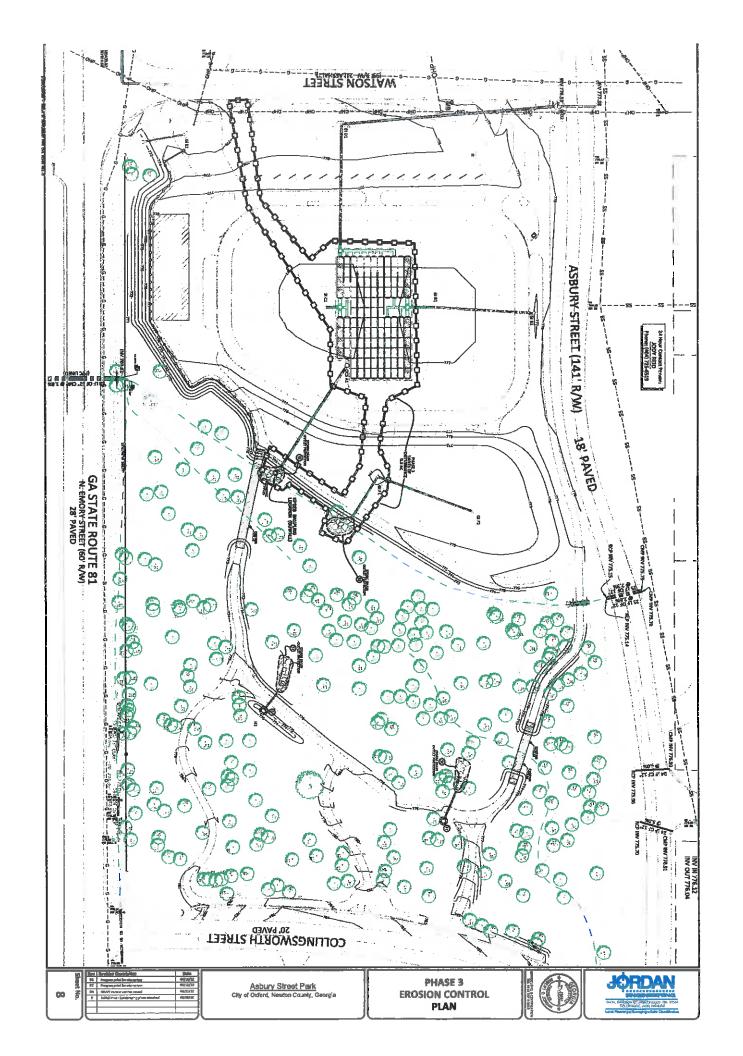


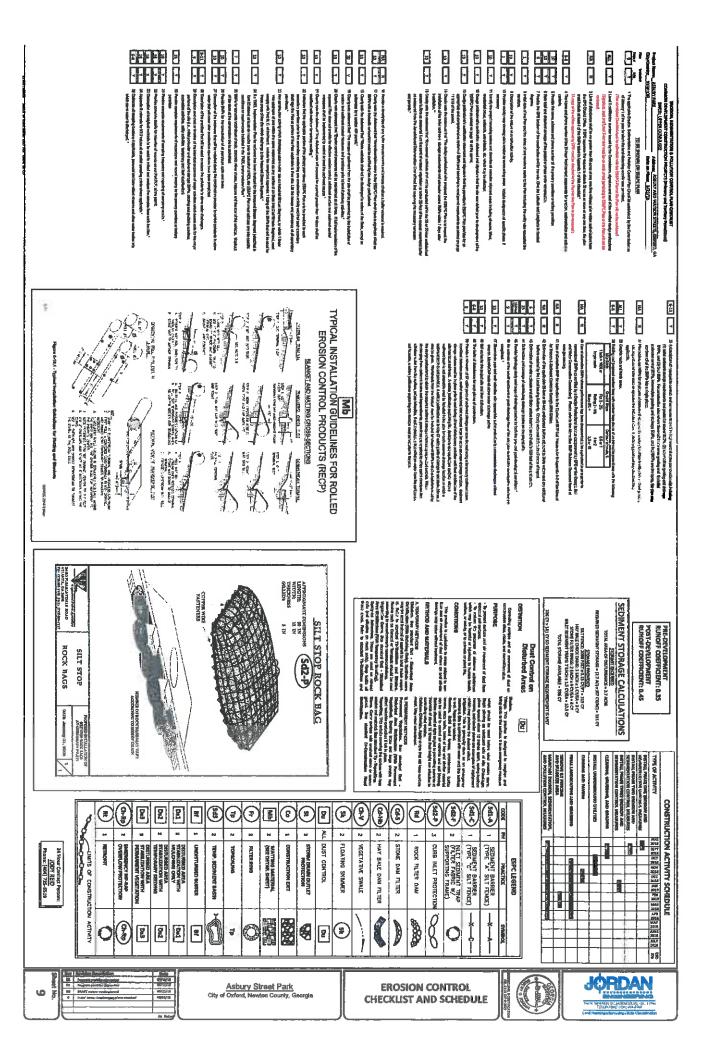


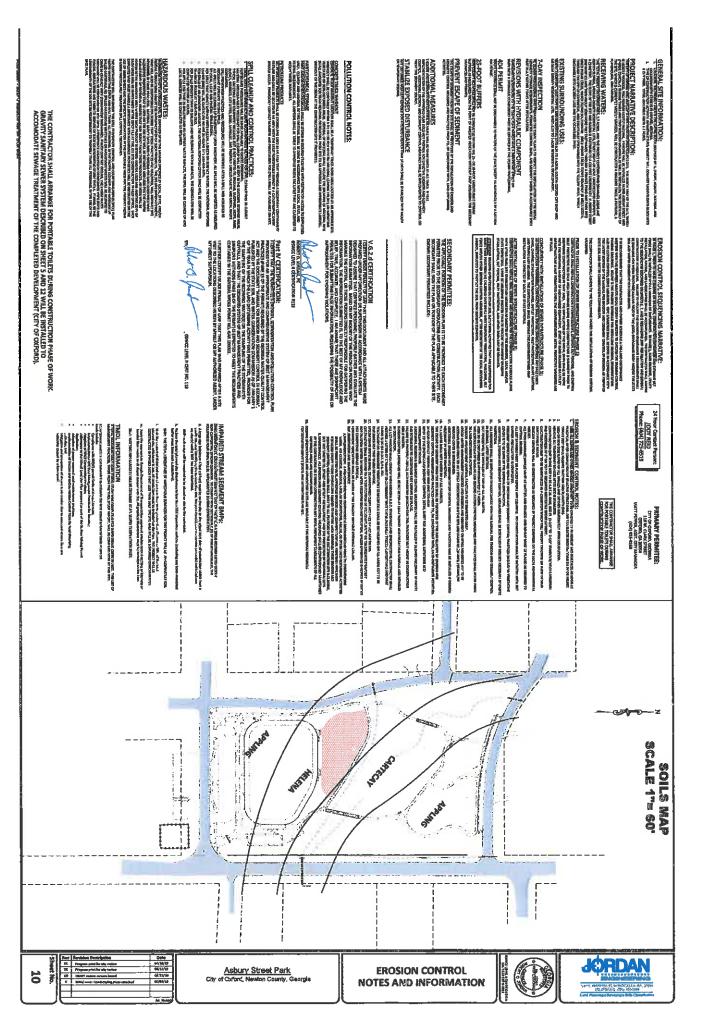


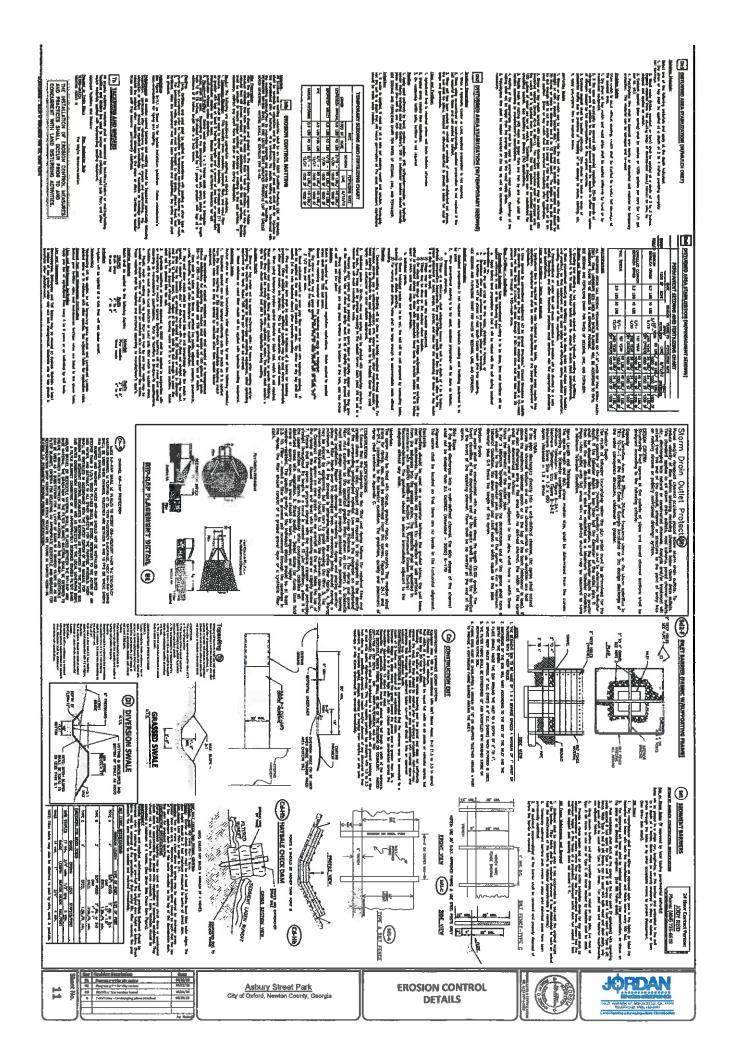


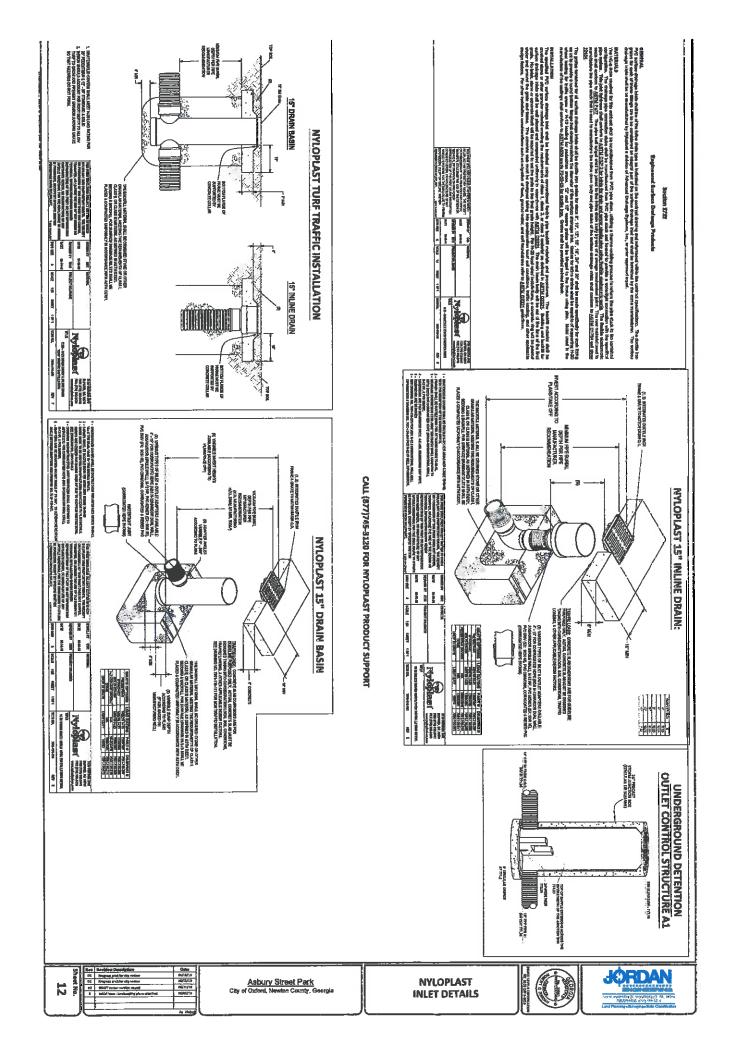


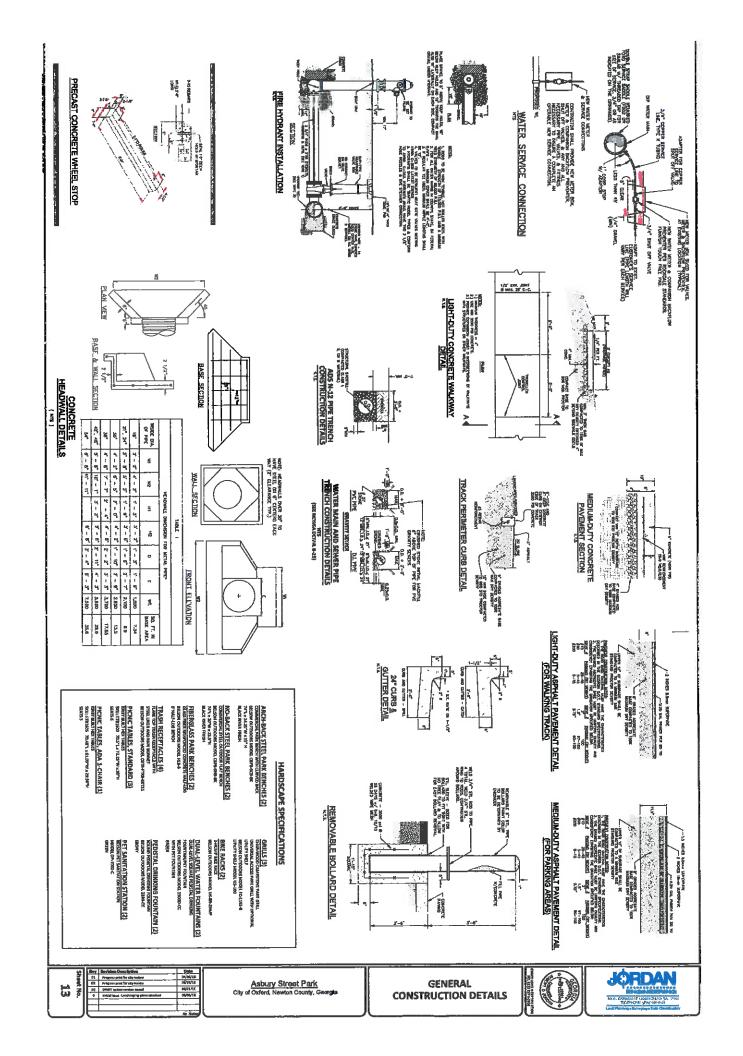


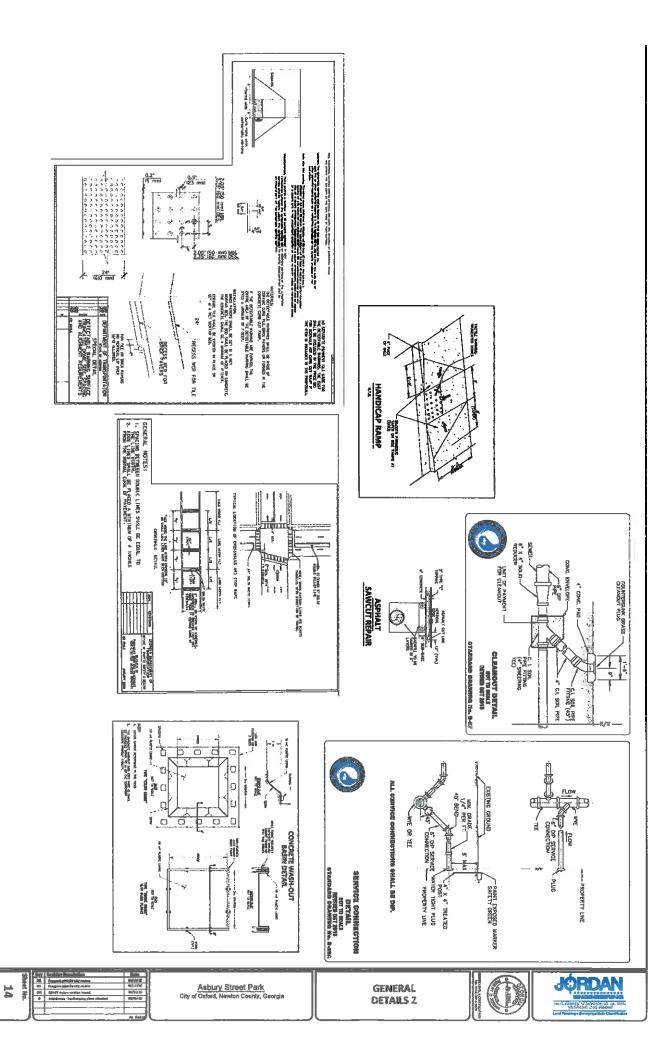


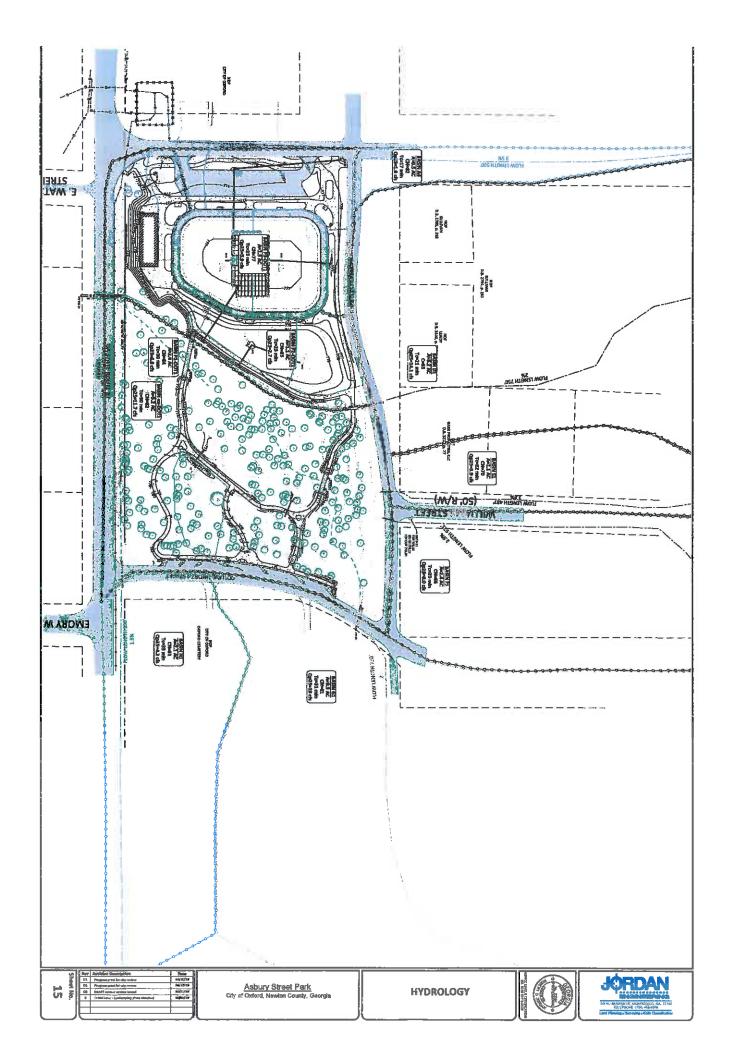












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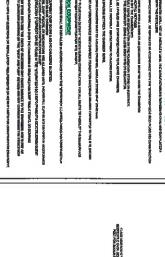
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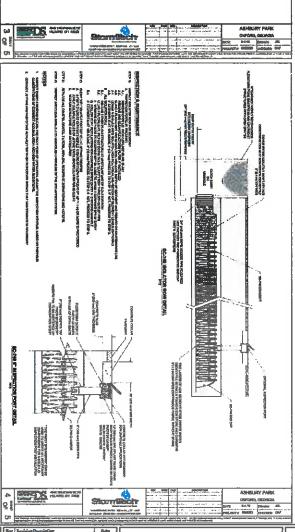
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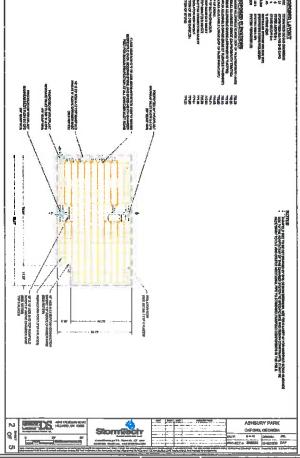
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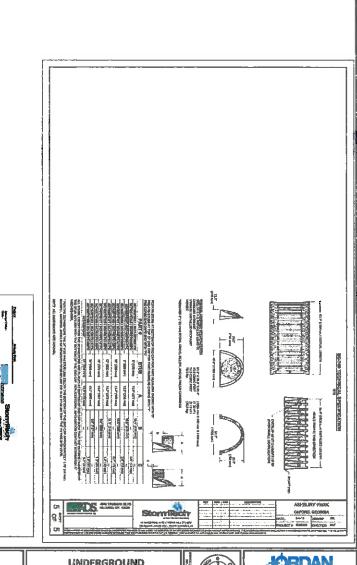
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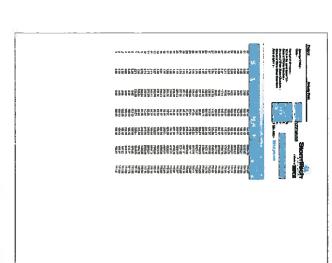
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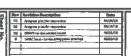
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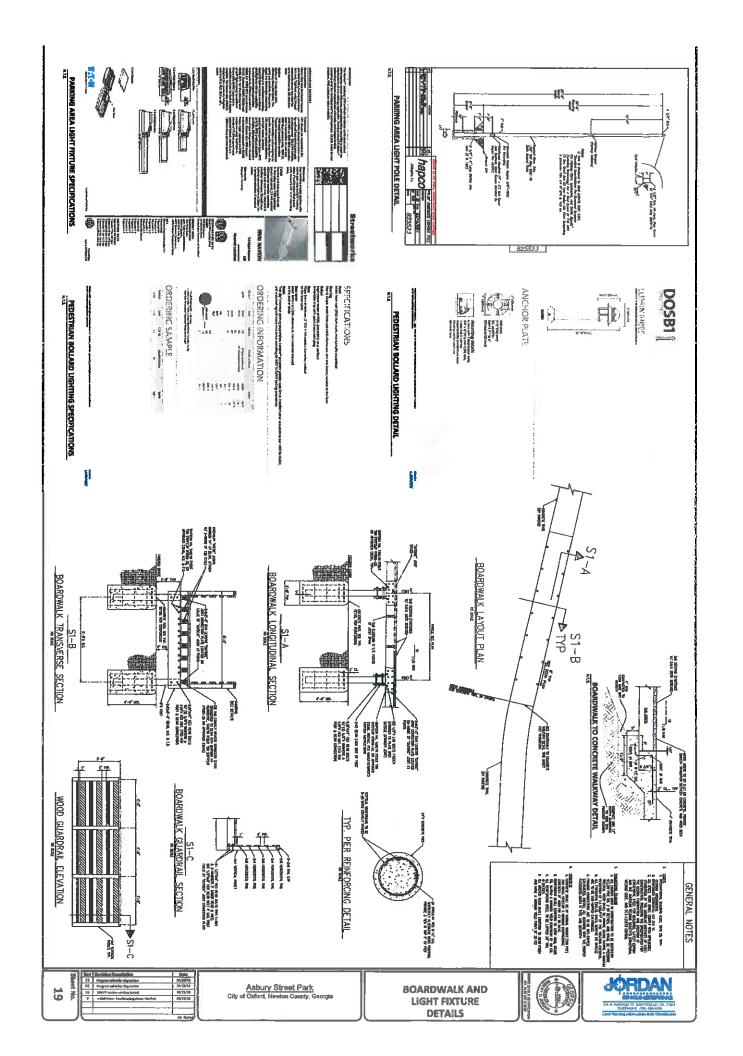


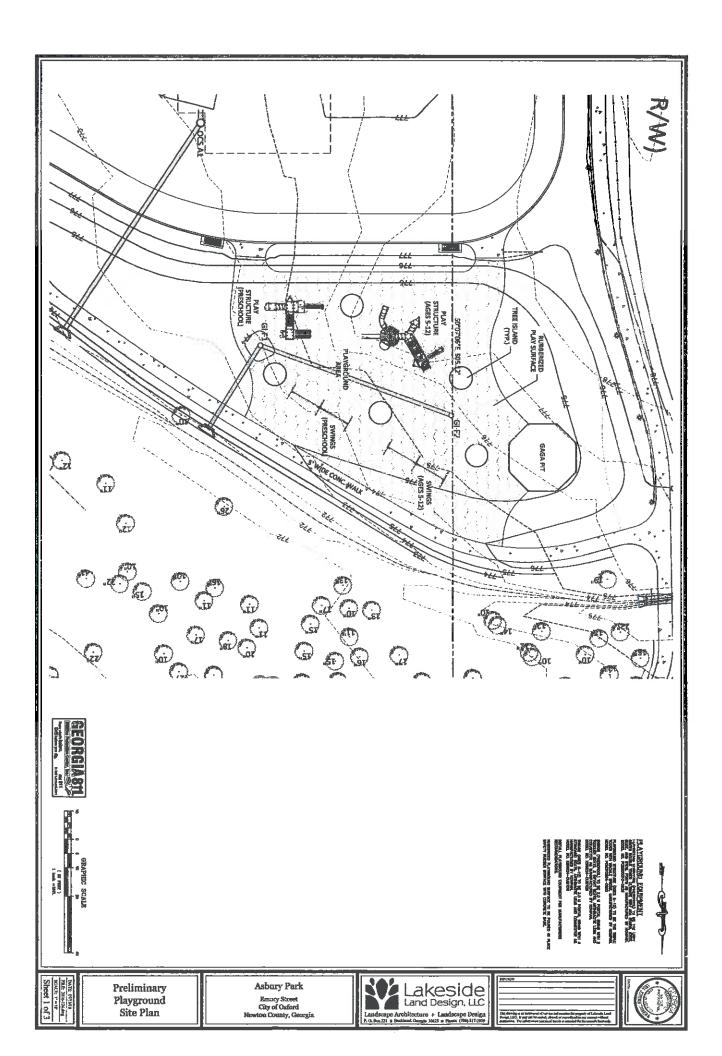
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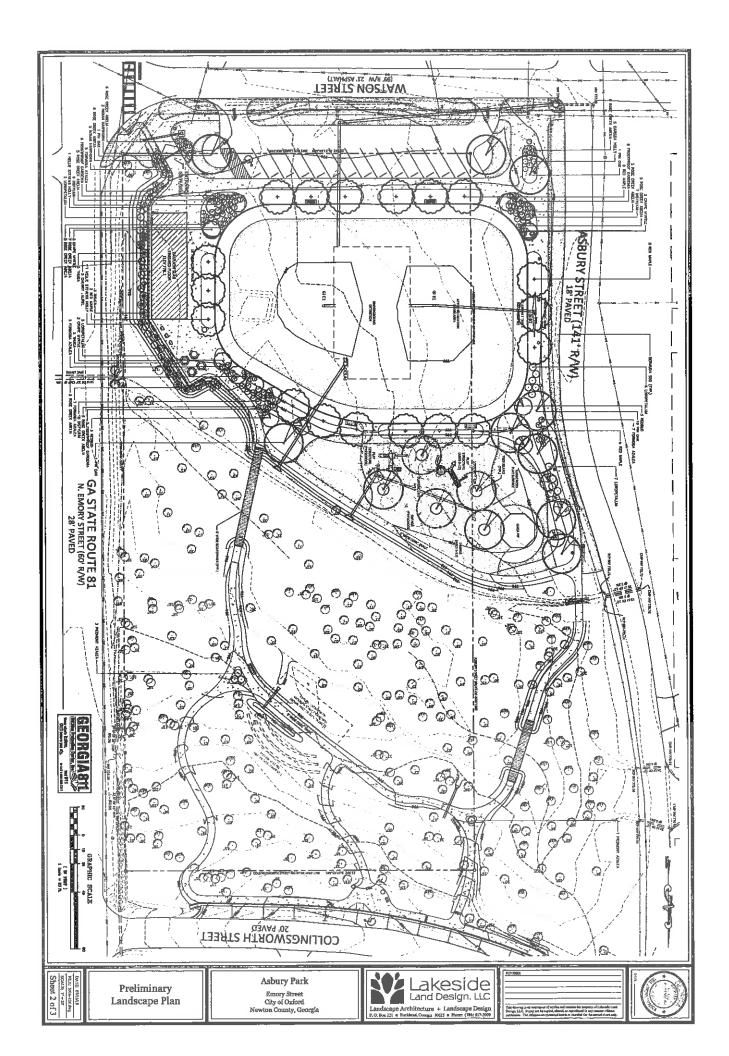
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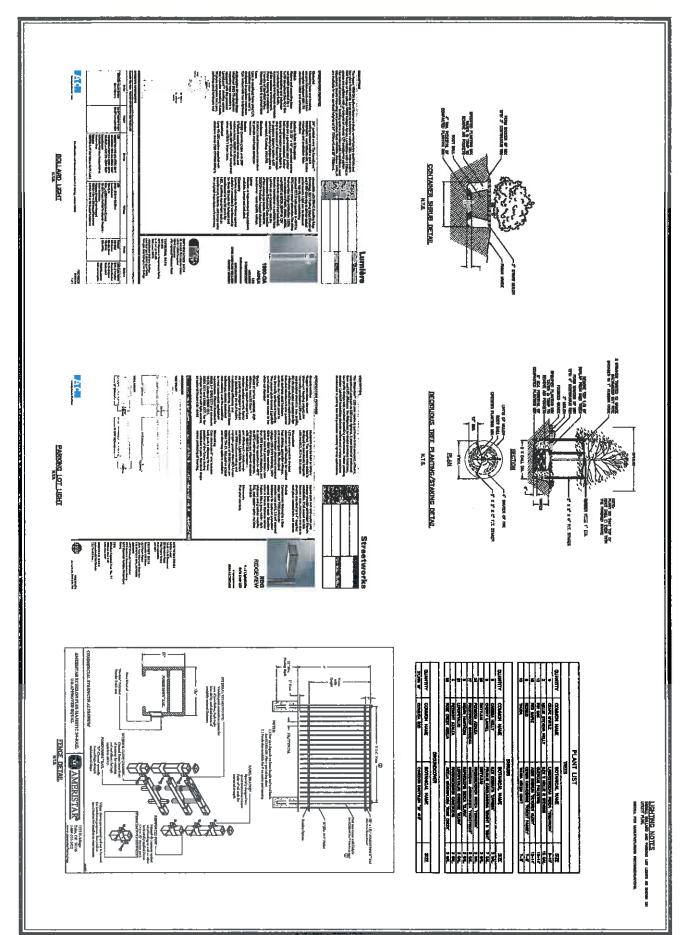












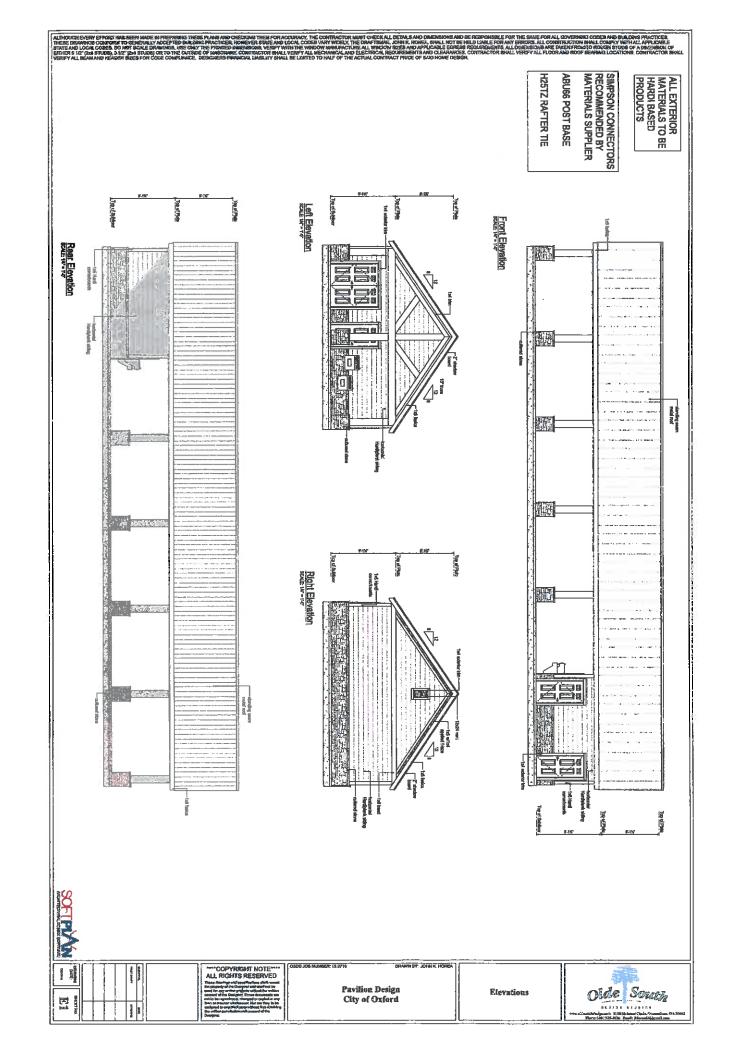
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Plant List and Planting and Lighting Details Asbury Park
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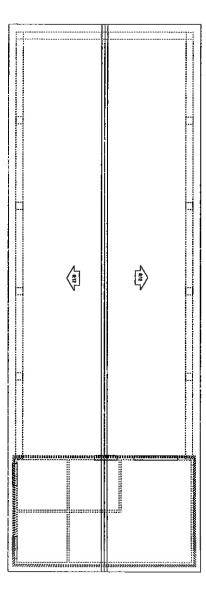






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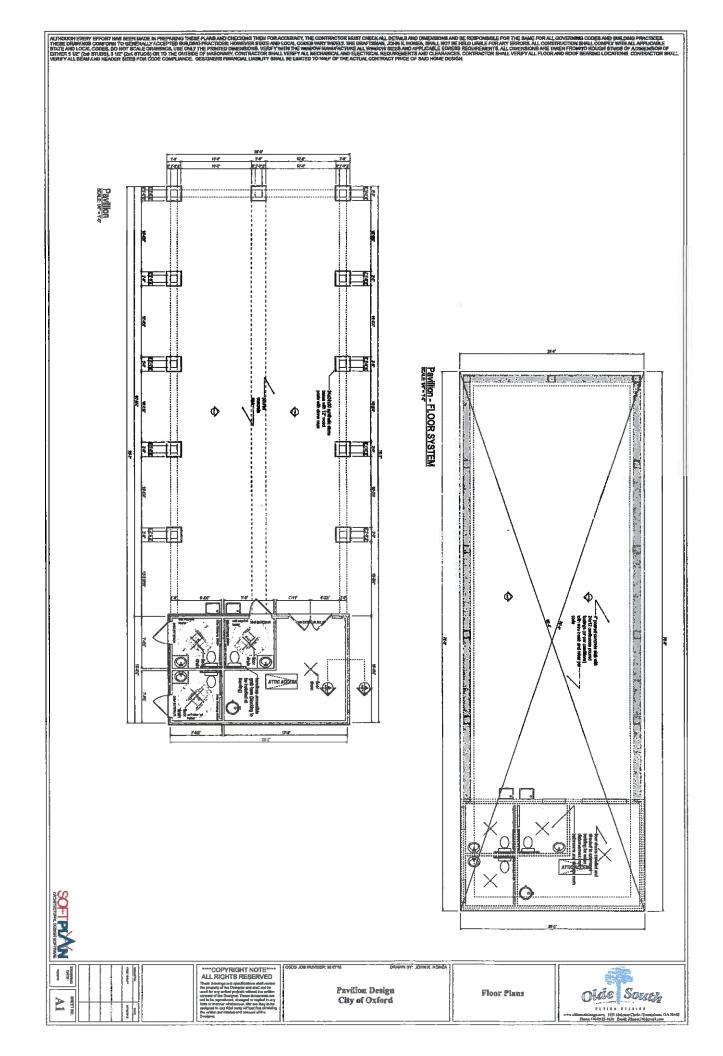
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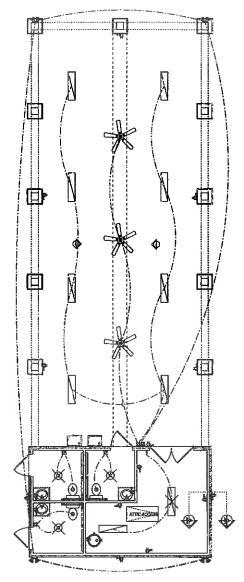


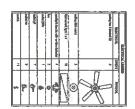




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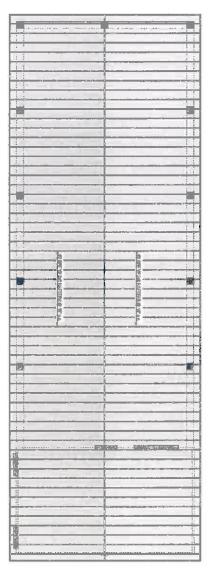
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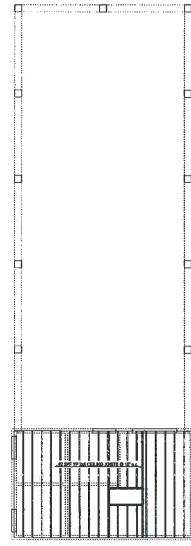
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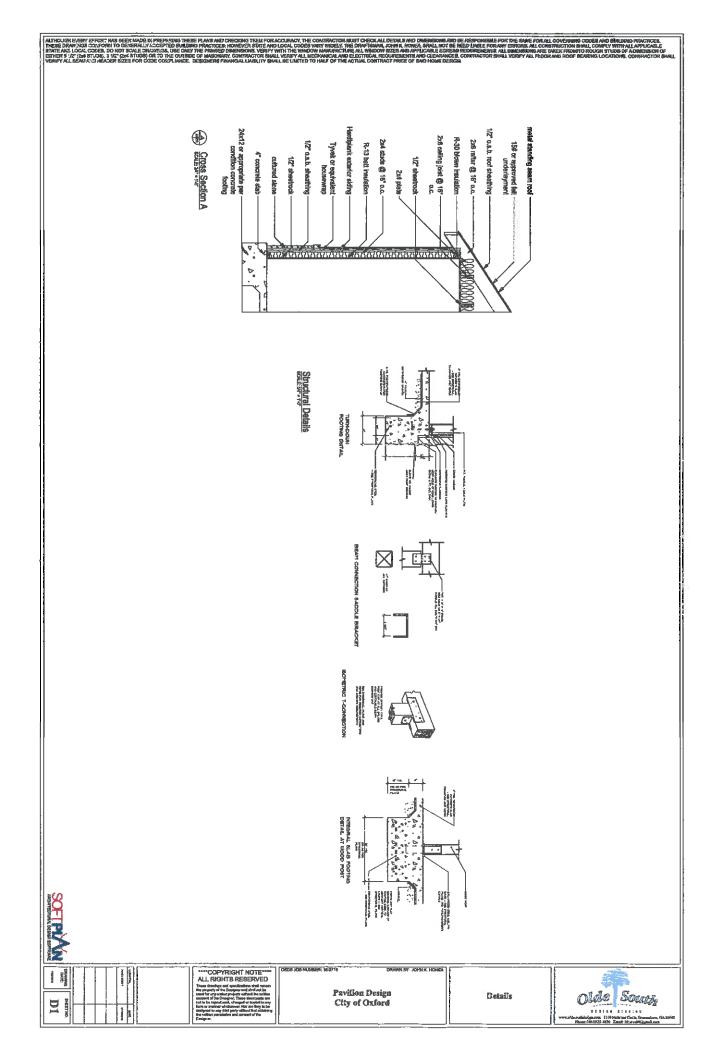
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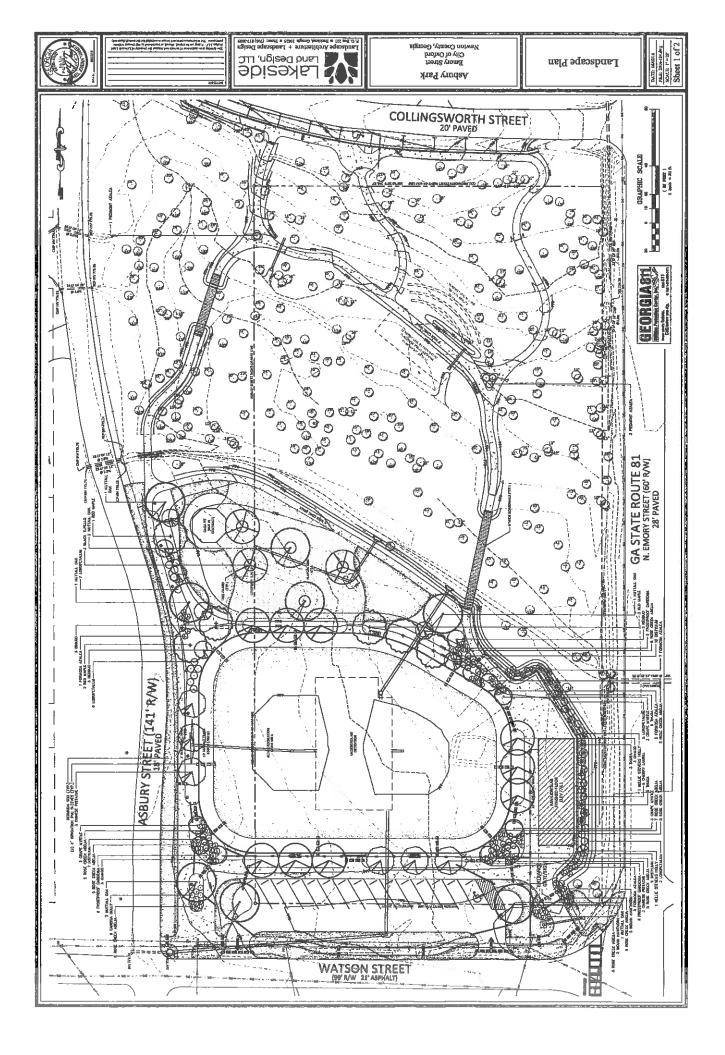
DRAWN BY: JOHN IC HONBA

Pavilion Design City of Oxford









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Emory Street City of Oxlord Newton County, Georgia

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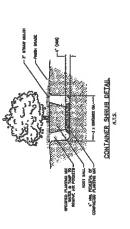
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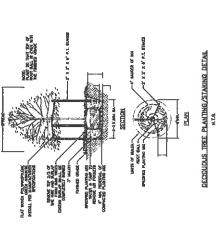
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#### Joist - View Document

Sign

Print

Download

City of Oxford 110 West Clark ST Oxford , GA 30054 (773) 726-7004

Jaco Contracting INC.

1094 Access Road Suite B Covington, Georgia 30014

Phone: (770) 349-5399 Web: Jacocontracting.com Estimate # Date

003411 06/13/2018

Description Total

Repairs to nome/ building

50,00

Semore old tin roof and install new tin roof with color to match city has - \$13,000 CC.
Remove old tin roof and install new standing seam roof to match to or of dity half-\$27,500.
Demo walk way, from nome to garage input off all debris, seed and straw area onte structure is gone move electrical polits inside the home. Install existing riardee slaing to close the whole once building sigone. \$6,500

nexal new prested 5.5 post to stap lize the point into \$1000.50 Demoinside, get all kindows operational, restore defings and repaint cellings, arme all waits, rebuild window on the rear of the garage and reuse the sash-\$15,500,00 Prazzure wash and repaint the outsize of the building-\$6,000,00 Full the drainage sould in the buildings and install helf moon pides around all the Cravispace lients to keep water out of the crawispace, \$2,800,00

Subtotal \$0.00 **Total** \$0.00

#### Memorandum

To: Mayor and City Council

From: Ad Hoc Yarbrough House Renovation Committee

Date: 2 July 2018

Subject: Priority Tasks for Yarbrough House renovation

Our committee received three bids from local contractors to complete essential repairs and restoration to the Yarbrough House. The scope of the work requested is the following:

Tear down the section connecting the house with the garage, which includes relocating the electrical box and replacing siding where the section joined the house.

Remove old roof and install a new standing seam roof. ~

Install structural support posts (i.e. 4x4 or 6x6 posts) on the porch.

Fix drainage issue between the house and garage.

Here is a comparison of the bids for this scope of work:

	JACO	JACO Contracting		o Roofing & Restoration	Designed Installations by Jim Williams
Remove connector	25 500	6,500	35 400	5,800	39 F00#
Install new roof	19,000	25,400	19,600	28,500*	
Install porch posts		1,000		1,300	
Fix drainage issue 2,800			3,000		
TOTAL 29,300			29,700		

<sup>\*</sup> Included an additional \$26,500 in bid to reinforce the foundation for commercial use. Jim Williams did not bid on the porch and drainage work.

Our committee recommends the Council accept the bid from JACO Contracting to complete these initial repairs/restorations to the Yarbrough House.

#### CITY OF OXFORD

#### RESOLUTION

WHEREAS, the City of Oxford ("City") owns certain real property more particularly described as follows (the "Property"):

#### Tract One:

All that tract or parcel of land lying and being in Land Lot 288 of the 9th Land District, City of Oxford, Newton County, State of Georgia, containing 6.34 acres, more or less, and being that same property shown and described on Boundary Retracement Survey for City of Oxford by Robert O. Jordan, Ga. RLS No. 2902, dated August 4, 2015 (Newton County Map/Parcel X003-005B).

#### Tract Two:

All that tract or parcel of land lying and being in Land Lot 288 of the 9th Land District, City of Oxford, Newton County, State of Georgia, containing 0.98 acres, more or less, and being that same property shown and described as Tract A and Tract B on Boundary and Right of Way Survey for City of Oxford by Robert O. Jordan, Ga. RLS No. 2902, dated January 16, 2015 (Newton County Map/Parcel X003-002).

WHEREAS, the City desires to convey the Property to the Oxford Downtown Development Authority ("DDA") for public purposes in accordance with the City's intergovernmental agreement with the DDA.

### NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF OXFORD

That Property be deeded to the DDA and that the mayor shall sign all documents, including a deed, reasonably required to convey good title.

ADOPTED THIS MONDAY, AUGUST 6, 2018.

	BY:	
	Jerry D. Roseberry, Mayor	
ATTEST:		
Lauran S. Willis, City Clerk	<del></del>	

#### After recording, please return to:

C. David Strickland, PC Strickland & Strickland, LLP PO Box 70 Covington, GA 30015-0070

Space Above This Line for Recorder's Use

#### STATE OF GEORGIA

COUNTY OF NEWTON

#### WARRANTY DEED

THIS INDENTURE is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2018, by and among THE CITY OF OXFORD, GEORGIA, a Georgia municipal corporation, by and through its Mayor and Council (hereinafter referred to as "Grantor"), and THE DOWNTOWN DEVELOPMENT AUTHORITY OF OXFORD, GEORGIA, a Georgia body corporate and politic (hereinafter "Grantee"). The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural, and their respective heirs, successors and assigns where the context hereof requires or permits.

#### WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, and the heirs, successors, legal representatives and assigns of Grantee, all that tract or tracts or parcel or parcels of land as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said tracts or parcels of land, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee forever, in fee simple; and

**GRANTOR SHALL WARRANT** and forever defend the right and title to said tract or parcel of land unto Grantee, and the heirs, successors, legal representatives and assigns of Grantee, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has duly executed and sealed this indenture, and delivered this indenture to Grantee, all the day and year first written above.

#### **GRANTOR:**

Signed, sealed and delivered in the presence of:	THE CITY OF OXFORD, GEORGIA
Unofficial Witness	By:
Notary Public	Attest:
My Commission Expires:	Lauran Willis, City Clerk
	{Oxford City Seal}
(NOTARIAL SEAL)	

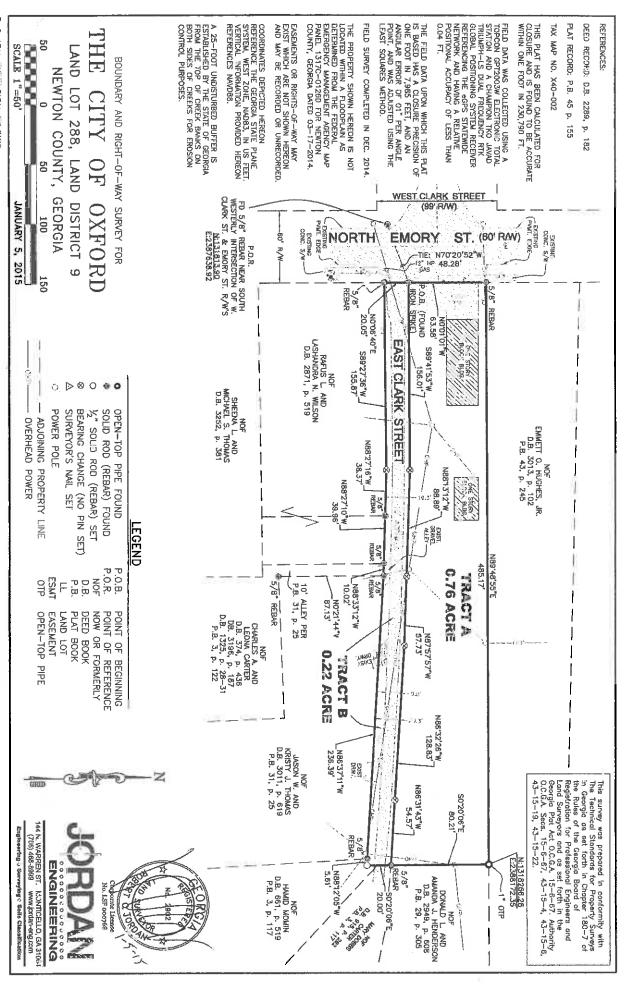
#### **EXHIBIT "A"**

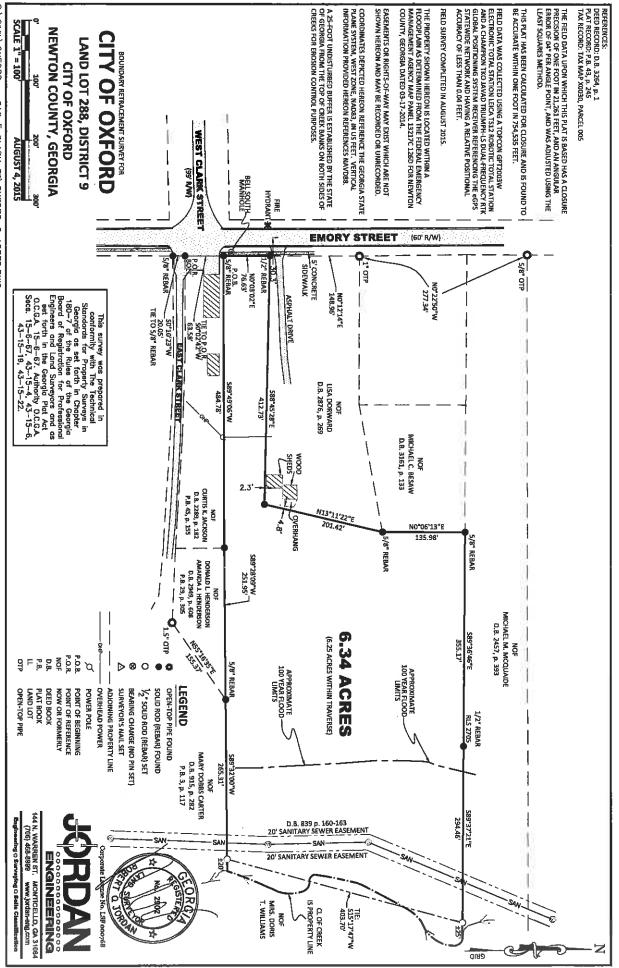
#### **Tract One:**

All that tract or parcel of land lying and being in Land Lot 288 of the 9<sup>th</sup> Land District, City of Oxford, Newton County, State of Georgia, containing 6.34 acres, more or less, and being that same property shown and described on Boundary Retracement Survey for City of Oxford by Robert O. Jordan, Ga. RLS No. 2902, dated August 4, 2015 (Newton County Map/Parcel X003-005B), and further shown on the attached **Exhibit "B-1"**.

#### Tract Two:

All that tract or parcel of land lying and being in Land Lot 288 of the 9<sup>th</sup> Land District, City of Oxford, Newton County, State of Georgia, containing 0.98 acres, more or less, and being that same property shown and described as Tract A and Tract B on Boundary and Right of Way Survey for City of Oxford by Robert O. Jordan, Ga. RLS No. 2902, dated January 16, 2015 (Newton County Map/Parcel X003-002), and further shown on the attached **Exhibit "B-2"**.







Quote Number:

350019 - 2

Altec, Inc.

July 24, 2018 Our 89th Year

Ship To:

ALTEC INDUSTRIES PLANT 667 MT AIRY FINAL ASSY

MT AIRY FINAL ASSY 200 ALTEC WAY

MOUNT AIRY, NC 27030

US

Attn:

Phone: Email:

Altec Sales Order:

Altec Quotation Number:

Run Number:

**Account Manager:** 

Technical Sales Rep:

Reference WO: **Customer Inspection:** 

Line Set Date:

William Travis Bradley

3950057

350019 - 2

1033061

No Sales Credit

01/13/2017

Bill To:

ALTEC INDUSTRIES PLANT 667 MT AIRY FINAL ASSY

MT AIRY FINAL ASSY 200 ALTEC WAY

MOUNT AIRY, NC 27030

US

X7 Discrete Job: 47601777

X7 Configured Item:

Quantity:

X4 Discrete Job:

X4 Configured Item: System Engineer:

Structural Engineer:

970195044-3989917

**Handley Garton Handley Garton** 

1

<u>ltem</u>	<u>Description</u>	
	Unit and Hydraulic Acc.	
1.	HVI-22 Hydraulic Oil (Standard).	5
2.	Standard Pump For PTO	1
3.	Hot shift PTO for automatic transmission	
4.	Additional Unit/Hydraulic Accessory	1

#### Sales Text: Details:

- Frame mounted reservoir
- Suction strainer, return line filter
- Sectional control valves and plumbing

Last Updated By: Kyle L Francis on 13-JAN-2017 10:30

#### **Body**

- Altec Chip Dump Body 17.0 cubic yard capacity, 96 inches wide x 60 inches high x 156 5. inches long (2438 x 1524 x 3962 mm) with ladder box and single piece tailgate.

- A. Structural Channel stringers and floor channel.
- В. 12 gauge minimum floor plate.
- C. 14 gauge minimum sides and front with full length die-formed reinforcing ribs.
- D. 14 gauge roof.
- Rear top and sides of body reinforced with angle.
- 26-1/2 inches (673 mm) high tallgate, hinged curb side with provision to hold open for dumping.
- G. 12 gauge minimum rear under body skirt panel.
- Class "D" hydraulic hoist, installed, with 45 degree dump angle and body prop.
- LED lighting package with wiring harness in automotive type loom.



Quote Number: 350019 - 2

Altec, Inc.

<u>tem</u>	Description	Qty		
	<ul> <li>J. Four-point LED strobes mounted in the upper corners of the dump body.</li> <li>K. Curb side built-in ladder compartment, 12 inches wide x 25 inches high (305 x 635 mm) with wear pad and internal security chain.</li> <li>L. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with dual shelves and rear locking door. Upper section of rear door opening is</li> </ul>			
	open.  M. Interior of chip body finished with scratch and corrosion resistant liner.  N. Underside of chip body undercoated.  O. Painted Altec White.			
6.	Altec L-66 Thru Box with curb and street side compartments with the following compartmentation:	1		
	<ul> <li>A. Streetside: 1st compartment (24 inches long x 73 inches high x 20 inches deep) with three (3) transverse shelves and six locking swivel hooks (3-0-3 combination). Access to thru compartment extending to curbside.</li> <li>B. Streetside: 2nd compartment (42 inches long x 24 inches high x 20 inches deep) with louvered panel installed at rear of box.</li> <li>C. Curbside: 1st compartment (24 inches long x 73 inches high x 20 inches deep) with three (3) transverse shelves and six locking swivel hooks (3-0-3 combination). Access to thru compartment extending to streetside.</li> <li>D. Curbside: 2nd compartment (42 inches long x 24 inches high x 20 inches deep) with louvered panel installed at rear of box.</li> <li>E. Standard features: Rivet door locks. Double acting spring type door holders. Door locks are single-point rotary paddle latches with lock cylinders. Finish paint interior compartments the same as exterior. Rain deflectors above all doors.</li> <li>F. Painted Altec White</li> </ul>			
	<b>Body and Chassis Accessories</b>			
7.	ICC Underride Protection	1		
8.	T-100 Style Pintle Hitch (30,000 LB)	1		
9.	Set of Safety Chain Loops, Fixed Mounting (Forestry Applications)			
10.	Mud Flaps With Altec Logo (Pair)	1		
11.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1		
12.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1		
13.	Driveaway Safety Kit			
14.	Vinyl manual pouch for storage of all operator and parts manuals	1		
	Electrical Accessories			
15.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1		
16.	Dual Tone Back-Up With Outrigger Motion Alarm	1		
17.	6-Way Trailer Receptacle (Pin Type) Installed At Rear 1			
18.	Electric Traller Brake Controller (Tekonsha Voyagar #9030)			



Quote Number: 350019 - 2

Altec, Inc.

Kan	Description	Qty
19.	Ford Upfitter Switches (Supplied With Chassis)	1
20,	Custom Cab Controls	1
	Sales Text: Details:	
	<ul> <li>- AMPS</li> <li>- Switch for dump operation</li> <li>- Switch for PTO operation</li> <li>Last Updated By: Kyle L Francis on 13-JAN-2017 10:30</li> </ul>	
	Finishing Details	
21.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
22.	English Safety And Instructional Decals	<b>1</b> ()
23.	Vehicle Height Placard - Installed in Cab	4
24.	Non-Focus Factory Build	1
25.	Inbound Freight	1
26.	Stock Unit	1
	<u>Chassis</u>	
27.	Chassis	1
28.	Altec Supplied Chassis	1
29.	2017 Model Year	1
30.	Ford F750	1
31.	4x2	1
32.	120 Clear CA (Round To Next Whole Number)	1
<b>33</b> .	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1
34.	Chassis Cab	1
35.	Chassis Color - White	1
36.	Ford 6.7L Power Stroke Diesel	1
<b>37</b> .	270 HP Engine Rating	1
38.	Ford Torqshift 6-Speed (6R140) Automatic Transmission (w/PTO Provision)	1
39.	GVWR 25,999 LBS	1
40.	12,000 LBS Front GAWR	1



Quote Number: 350019 - 2

Altec, Inc.

<u>ltam</u>	Description	Qty	
41.	21,000 LBS Rear GAWR	1	
42.	11R22.5 Front Tire	1	
43.	11R22.5 Rear Tire	1	
44.	Hydraulic Brakes	1	
45.	Park Brake in Rear Wheels	1	
46.	91G - Ford Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1	
47.	No Idle Engine Shut-Down Required	1	
48.	50-State Emissions	1	
49.	Clean Idle Certification	1	
<b>5</b> 0.	65E - Ford F-650/750 65 Gallon Fuel Tank (LH, Undercab)	1	
51.	Ford 8 Gallon DEF Tank (Undercab Left Hand)	1	
52.	Chassis Without Front Frame Extensions	1	
53.	Other Battery Location	7	
	Sales Text: Under Cab Last Updated By: Kyle L Francis on 13-JAN-2017 10:30		
54.	AM/FM Radio	1	
<b>55</b> .	Air Conditioning	1	
56.	Cruise Control	1	
<b>57</b> .	Tilt Steering Wheel	1	
58.	Block Heater	1	
	Additional Pricing		
59.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Altec Industries, Inc.		
ВΥ		
	William Travis Brad	lley , Technical Sales Representative
	Item Number	Unselected Item  Description
		New Spiegted Item

Item Number

Description We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You UTILITY EQUIPMENT AND BODIES SINCE 1929



Quote Number:

350019 - 2

Altec, Inc.

Notes:

Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Aftec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards F.O.B. - Destination

Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

Interest charge of 1/2% per month to be added for late payment.

Delivery: 240-270 days after receipt of order PROVIDING:

- A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
- B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
- C. Customer approval drawings are returned by requested date.
- D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
- E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

This quotation is valid until MAR 24, 2017. After this date, please contact Altec Industries, Inc. for a possible extension.

6

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#### **BUYERS ORDER**



#### **Peach State Truck Centers**

6535 Crescent Drive Norcross GA 30071 Phone: (770) 449-5300

Date:	07/30/2018	
Quote #;	DE-05777	
Туре:	Cash	
alesperson:	Joshua Little	

BII To: PROS-002848

CITY OF OXFORD

110 W CLARK ST

OXFORD GA 30054-2274

P:(404) 725-6519

Ship To:
CITY OF OXFORD
110 W CLARK ST
OXFORD, GA 30054 227

JUL 3 0 2012

Stock#: JDF03554	VIN: 1FDWF7DC9JDF03554	New 2018 FORD F750	Price:	\$67,876.84
	96" x	14' HEAVY DUTY DUMP PLUS 2' ATTIC OVER "I" BOX		\$19,550.00
			FORD GOVT	\$-7,000.00
		* M ( ^ 3) \ ( ^ 4)	Total Price	\$80,426.84
		Dealer Ser	rvice Fee	\$200.00
			Total	\$80,626,84
· · · · · · · · · · · · · · · · · · ·			Deposit On Order	\$-0.00
			Due on Delivery	\$-0.00

CHASSIS:
2018 FORD F-750
6.7L POWER STROKE - 270HP
ENGINE BLOCK HEATER
FORD TORQSHIFT TRANSMISSION
FRONT AXLE - 10,000LBS
REAR AXLE - 21,000LBS
5.29 REAR AXLE RATIO
25,999LB - GVW

BODY:

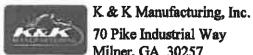
96" x 14' HEAVY DUTY DUMP PLUS 2' ATTIC OVER "I" BOX SEE ATTACHED SPECS

	THIS ORDER SHALL NOT BECOME BINDS	ING UNTIL ACCEPTED BY THE MANAGER.
Purchaser's Signature	07/30/2018 Date	Sales Representative
		Manager

#### **ADDITIONAL CONDITIONS**

The following "Additional Conditions" are an integral part of the Agreement and, together with the terms on the front hereof, constitute binding obligations of the parties hereto:

- 1. Whenever used in this Agreement: (i) "Seller" shall mean the dealer named as "Seller" on the front page hereof; (ii) "Purchaser" shall mean the party named as "Purchaser" on the front page hereof; (iii) "Purchased Vehicle" shall mean the motor vehicle (or vehicles) described on the front page hereof to be purchased from Seller pursuant to this Agreement; (iv) "Manufacturer" shall mean the corporation that manufactured the Purchased Vehicle [or chassin] purchased hereunder; (v) "Lien" shall mean any mortgage, pledge, deed to secure debt, title retention agreement, or other security interest or encumbrance of any kind; and (vi) "Trade-in Vehicle Expenses" shall mean and include (A) all costs that Seller has incurred to [store], insure, repair, condition or advertise any trade-in vehicle and (B) any Lien payoff made by Seller in connection with such trade-in vehicle.
- 2. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller, the Purchased Vehicle for the price set forth on the front page hereof. Purchaser agrees to pay to Seller such purchase price in full in cash on or before the delivery date. Purchaser shall not acquire any right, title or interest in or to the Purchased Vehicle until either [(i)] Seller has received a signed deferred payment agreement fully estisfactory to Seller, if for any reason the Purchase Vehicle is delivered to Purchaser prior to receipt by Seller of such full cash payment, then Purchaser (a) hereby grants to Seller a security interest in the Purchased Vehicle to secure any unpaid portion of such purchase price and (b) authorizes Seller to take such actions and to execute such documents on behalf of Purchaser as may be necessary to enable Seller to obtain a perfected security interest in or Lien on the Purchased Vehicle, (c) appoints Seller as Purchaser's attorney-in-fact to execute, deliver and/or file such documents and (d) agrees that Seller shall have the rights of a secured party with a perfected security interest under the Uniform Commercial Code and/or any applicable state title perfection statute.
- In the event the price to Seller of new motor vehicles of the series and body type ordered hereunder is increased by Manufacturer prior to delivery of the Purchased Vehicle to Purchaser, Seller reserves the right to increase the price of the Purchased Vehicle to be charged to Purchaser; provided, however, that if Purchaser objects to any such price increase, Purchaser may cancel this Agreement. In the event, of any such cancellation, Seller shall return to Purchaser (i) any cash deposit previously received and (ii) any trade-in vehicle previously delivered, provided that Seller may retain any Trade-in Vehicle Expenses previously locured by Seller; and provided further that if such trade-in vehicle has previously been sold by Seller, Seller shall pay to Purchaser the proceeds of such sale less: (A) a selling commission of [15%] of such proceeds; and (B) any Trade-in Vehicle Expenses paid by Seller. No design change by Manufacturer of the Purchased Vehicle or any component thereof shall require Seller to make any modification to the Purchased Vehicle or any component thereof either before or after delivery of the Purchased Vehicle to Purchaser, Purchaser acknowledges (a) that Seller is not the agent of the Manufacturer and shall not be liable for any action or inaction of Manufacturer, and (b) Seller and Purchaser are the sole parties to this Agreement and Seller is unable to bind Manufacturer to any obligation.
- 4. If the a trade-in vehicle is not to be delivered to Seller until delivery to Purchaser of the Purchased Vehicle, then such trade-in vehicle shall be reappraised at the time of delivery and such reappraised value shall determine the gross trade-in allowance thereof; <u>provided, however</u>, that if such reappraised value is more than <u>[15%]</u> lower than the original gross-trade allowance shown on the front hereof, Purchaser may cancel this Agreement, provided that such cancellation right is exercised prior to the delivery of the Purchased Vehicle to Purchaser.
- 5. Purchaser warrants as to any trade-in vehicle delivered hereunder to Seller that (i) Purchaser has good title thereto and (ii) Purchaser will deliver to Seller at the time of delivery thereof to Seller the certificate of title to such vehicle free and clear of all Liens. If a Lien does exist on such vehicle, then, at Seller's option, either (a) Purchaser will pay off such Lien or (b) Seller will deduct the amount of such Lien from the trade-in value, thus increasing the purchase price of the Purchased Vehicle. If there is any difference between the actual Lien payoff of the trade-in vehicle and the "Amount Owing On Trade Vehicle" stated on the front hereof, Purchaser shall be solely responsible for any such difference and Purchaser shall promptly pay Seller any such difference that Seller is required to pay to the lienholder to secure clear title to the trade-in vehicle.
- 6. Unless this Agreement shall have been cancelled by Purchaser in accordance with either paragraph 3 or 4 above, Seller shall have the right, upon any failure or refusal of Purchaser to accept delivery of the Purchased Vehicle or upon any other breach of this Agreement, (i) to retain (A) any cash deposit previously made by Purchaser and (B) any trade-in vehicle previously trade-in as part of the consideration for the Purchased Vehicle, (ii) to apply any such cash and the proceeds of the sale by Seller of any such trade-in vehicle against the damages that Seller might suffer by reason of such lailure, refusal or other breach, and (iii) to avail listelf of any remedy available to Seller at law or in equity. In applying any such cash or proceeds, Seller may first deduct therefrom all Trade-in Vehicle Expenses and any other expenses (including attorneys' fees) that Seller may incur as a result of any such failure, refusal or other breach. In the event that Seller is required to have an attorney to enforce this Agreement or to collect sums due hereunder (including by arbitration), Purchaser agrees that Seller shall be entitled to recover, in addition to any sums due hereunder, all costs of collection, including reasonable attorney's fees in the amount of 15% of the sums due to Seller.
- Seller shall not be liable for either (I) any delay in delivering the Purchased Vehicle or (II) any failure to deliver the Purchased Vehicle, where such failure is due, in whole or in part, to any cause beyond the reasonable control of Seller.
- 8. The price of the Purchased Vahicle on the front hereof includes reimbursement for federal excise taxes, but does not include any federal, state or local sales, use or occupational taxes [based on sales volume], unless expressly as stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability therefor.
- 9. THE CNLY WARRANTIES APPLYING TO THE PURCHASED VEHICLE ARE THOSE, IF ANY, SUPPLIED BY THE MANUFACTURER, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO PURCHASER BY SELLER, A USED VEHICLE SOLD HEREUNDER IS SOLD "AS IS" WITHOUT ANY WARRANTY.
- 10. Purchaser warrants to Seller that at the time of delivery of the Purchased Vehicle, Purchaser will have insurance in force, which will provide full collision, theft, comprehensive and liability coverage for the Purchased Vehicle [and that it will maintain seld insurance in force.] No loss, damage or destruction of the Purchased Vehicle shall release Purchaser from its obligations hereunder. In the event that financing of any delerred balance is not accepted by a finance company acceptable to Seller and said motor vehicle is involved in an accident prior to return of said vehicle to Seller, or in the event any checks which are given in payment for said motor vehicle are not honored by the bank upon which drawn and said motor vehicle shall be involved in an accident. Purchaser hereby assigns to Seller the right to receive proceeds payable to Purchaser under all insurance policies covering said accident and Purchaser hereby authorizes and directs the carriers of all such insurance policies to pay said proceeds directly to Seller alone. Purchaser hereby appoints Seller as Purchaser's attorney-in-fact to endorse Purchaser's name to any checks or drafts issued by such insurance carriers by reason of such accident. Any such proceeds received by Seller shall be applied toward payment of Purchaser's obligations hereunder; and any excess of such proceeds over said obligations shall be remitted to Purchaser.
- 11. If Purchaser has delivered to Seller an application for credit, Purchaser represents that all statements made in such credit application are true and correct, and Purchaser acknowledges that Seller will be relying thereon. Any untrue or incorrect statement or any other misrepresentation of Purchaser in the credit application or in any other documents shall entitle Seller Immediately to rescind and to repossess the Purchased Vehicle.]
- 12. In the event that any portion of the purchase price is to be financed, Purchaser shall be solely responsible to obtain such financing, even if Seller selects
  Purchaser to obtain such financing. In the event Seller so assists Purchaser, Seller shall not be deemed to have acted as Purchaser's agent; and Seller may retain
  or be paid by lender a portion of any finance charge imposed on Purchaser by any lender. In the event that Purchaser has obtained possession of the Purchased
  Vehicle but is unable within 10 days after so obtaining possession to obtain financing and pay off the balance of the purchase price event to Seller, Purchaser
  agrees to return the motor vehicle to Seller immediately upon demand. In the alternative, Seller shall be entitled to immediately repossess the vehicle.)
- 13. Purchaser agrees that it will execute and deliver such other agreements, documents or instruments as may be necessary to complete the sale contemplated hereby in accordance with the terms and conditions hereof.
- 14. This Agreement shall not be assigned by Purchaser without Selier's prior written consent. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no modification or waiver of any provision hereof shall be valid unless it is in writing and signed by each party hereto. If any provision of this Agreement shall be deemed invalid, illegal or unenforceable under applicable law, such invalidity, illegality or unenforceability shall not adversely affect the validity, legality or enforceability of the remainder of this Agreement. This Agreement shall be governed by the laws of the state in which the Seller is located as shown on the front of this Agreement. Whenever the context of this Agreement requires, all pronouns used herein shall refer to the masculine, ferninine or neuter gender and the singular shall refer to the plural and vice versa, as the context may require.
- 15. Any dispute or controversy arising pursuant to this Agreement shall be resolved by final and binding arbitration in Gwinnett County, Georgia before a single arbitrator appointed and acting pursuant to JAMS' commercial arbitration rules. [NO CLASS WIDE ARBITRATION CLAIMS ARE ALLOWED.] [Seller and Purchaser shall each bear their own expenses for attorneys, experts, witness fees, regardless of which party prevails in the erbitration.] OR [The arbitrator may award costs and attorney's fees to the prevailing party.] [See Paragraph 6 above]



### **Estimate**

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Milner, GA 30257					Date		Estimate #	
Name / Address					7/2	27/2018	12768	
Peach State Tri 6535 Crescent Norcross, GA	Drive	-			Addit	tional Info	provinces de la distribución confession de la distribución confession de la distribución confession de la distribución confession de la distribución de la distribuci	
Rep	P.O. No.	Approx Lead Time	iviake / i	Model	iodel C/A & SRW-DRW			
MITCH		4-5 Weeks	F-75	F-750			260" WB	
Description				Qty	Cost Total		Total	
Main Frame: 7 Cross Member:	" Channel s: 3" Channel, 12" 6" Smooth seamle			4-4	3,930	.00	3,930.00	
Twin Cylinder PTO Hoist Kit for Automatic Transmission Electric Operated Valve with Push Button Controller Hoist: 6630-8S-KK				1	6,975.00		6,975.00	
16' Chipper Sides and Roof with 2' Attic over "I" Box 6' Sides, 4" Channel Posts, 11 ga. Skins 36" Barn Doors				1	4,200	.00	4,200.00	
24" x 96" I-Box with Rope Hooks				1	1,525.	.00	1,525.00	
24" x 24" x 60" Underbody Toolbox Powder coated black, Stainless T-handle				2	610.	.00	1,220.00	
15 Ton Pintle Hitch with 2" Receiver Tube (2) D-Rings for Safety Chains				1	400.	.00	400.06	
7-Way RV Plug				1	50.	.00	50.00	
Phone #	Fax#	E-mail	Web Site	Web Site		Subtotal		
770-228-9974	770-228-7573	denise@kandkmfg.com	www.kandkmf	www.kandkmfg.com		Sales Tax (C.0%)		
					Total			



#### **Estimate**

Date Estimate # 7/27/2018 12768 Name / Address Additional Info Peach State Trucks 6535 Crescent Drive Norcross, GA 30071 P.O. No. Approx Lead Time Rep Make / Model C/A & SRW-DRW MITCH 4-5 Weeks F-750 260" WB **Description** Qty Cost Total Chassis Modification: Shorten Chassis to Fit Body 1.250.00 1.250.00 Арргох, 120" C/A Phone # Fax# E-mail Web Site Subtotal \$19,550.00 770-228-9974 770-228-7573 denise@kandkmfg.com www.kandkmfg.com Sales Tax (0.0%) \$0.00 Thank you for allowing us to give you an estimate. Estimates are good for 30 days. If all information on the estimate, including chassis information is correct, please sign above to process order. The lead time above is estimated and is our "target" date of completion. This date is subject to the date of the Total \$19,550.00

quote. A 3% processing fee will be applied to all credit and debit card purchases. We look forward to

working with you.

#### Matt Pepper

From:

Jody Reid

Sent:

Tuesday, July 31, 2018 9:37 AM

To:

Matt Pepper

Subject:

Fwd: Altec Stock AF1360 #47601777

Attachments:

Sales Drawing.pdf; ATT00001.htm; WO47601777.pdf; ATT00002.htm

Follow Up Flag:

Follow up

Flag Status:

Flagged

Sent from my Verizon. Samsung Galaxy smartphone

From: Tim.Luker@altec.com

Date: 7/24/18 10:01 AM (GMT-05:00)
To: Jody Reid < JReid@oxfordgeorgia.org>
Subject: Altec Stock AF1360 #47601777

Jody, this unit is available now for delivery. Price delivered to Oxford GA is \$76,721.00. Please look it over and let me know if it meets your requirements.