

**OXFORD MAYOR AND COUNCIL
WORK SESSION
MONDAY, JANUARY 25, 2020 – 6:30 P.M.
CITY HALL (VIA TELECONFERENCE)
A G E N D A**

1. **Mayor's Announcements**
2. **Committee Reports** – The Tree Board, Planning Commission, Downtown Development Authority, Sustainability Committee, and the Committee on Race will update the Council on their recent activities.
3. **E. George Street Right-of-Way** – The Council will discuss acquiring additional right-of-way where E. George Street is located.
4. **Naming of Items at Asbury Street Park** – The Council will discuss whether we would like to create a process for citizens to make a donation in exchange for naming an item at the park.
5. ***City Cemetery Agreement** – The Council will discuss the existing agreement between the city and the Oxford Historical Cemetery Foundation. We have attached a copy of the agreement.
6. **FY2021 Budget Status** – Mr. Pepper will share the status of the operating budget at our mid-year with the Council.
7. **July 4th Parade** – We will discuss details regarding this year's July 4th Parade.
8. ***Altitude Valve at Water Tank** – The FY2021 Capital Budget includes \$33,138 to replace the altitude valve at the city's water tank. We received one bid for the altitude valve. We also received two bids for installation. We recommend that we award the purchase order to Consolidated Pipe and Supply Co. for \$18,498.90 for the valve and related materials and to HCS Services, LLC for \$9,850 to replace it. The total cost to replace the valve is \$28,348.90. We have attached a copy of the bids.
9. **FY2021 Local Maintenance Improvement Grant (LMIG)** – The FY2021 Capital Budget includes the receipt of \$25,000 from the LMIG program to complete resurfacing and milling work on Longstreet Circle. The Georgia Department of Transportation has awarded us \$25,190.90. We will add a 30% match (\$7,557.27) for a total of \$32,190.90.

*Attachments

COPY

AGREEMENT
between
The City of Oxford
and
The Oxford Historical Cemetery Foundation, Inc.

THIS AGREEMENT, entered into this 20th day of April, 2016, and between the **CITY OF OXFORD**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "the City") and the **OXFORD HISTORICAL CEMETERY FOUNDATION, INC.**, a Georgia charitable corporation incorporated by the State of Georgia (hereinafter referred to as "the Foundation").

Therefore, the parties agree as follows:

That, Oxford's City Cemetery, often referred to as Oxford Historical Cemetery (hereinafter "the Cemetery"), is a creature of the City of Oxford and is owned by the City along with the plot holders owning certain lots located therein.

That the Foundation's object and efforts have been and continue to be "to discover, procure, and preserve whatever may relate to the natural, civic, literary, and ecclesiastical history of the Oxford Cemetery in general and to the maintenance, care, and preservation thereof."

That both parties enter into this agreement for the purpose of the administering of the Cemetery to best serve the citizens of the City of Oxford, the persons owning plots located therein and the beautification and administration of the Cemetery itself.

The parties hereto agree as follows:

1. The term of this Agreement will be for an initial period of five years, renewable as set forth written hereafter.
2. That the City has the responsibility to ensure that the Cemetery is adequately maintained; and the City specifically sets forth that it is the City's intent and purpose to ensure the perpetual care of all plots and property located within the boundaries of the Cemetery.
3. It is the City's desire to contract with the Foundation for the providing of the maintenance and care of the Cemetery; however, it is understood and is agreed between the parties hereto, that the City shall be responsible for the upkeep of the streets and paved paths throughout the Cemetery and for major improvements as may be designated to the Cemetery. The City shall also be responsible for the removal of large trees. (Large trees are generally those over 15 feet tall.) The purpose of this concentrated effort by the City is to facilitate the Foundation's ability to maintain the Cemetery.

4. That it is the express purpose of this agreement, by both parties, to provide perpetual care to all plots in the Oxford Cemetery wherein the owners of same have paid to the City or the Foundation monies for the perpetual care thereof.
5. That the Foundation agrees, according to the terms set out hereafter, to direct, manage, maintain, and keep said Cemetery in a good state of upkeep, showing no favoritism toward any one section, location, or portion of said Cemetery and in doing so, the Foundation agrees to take such action and measures so as to maintain the Cemetery as per this Agreement. Actions of the Foundation shall include, but not necessarily be limited to: mowing, trimming, and blowing as necessary; pressure washing stones as needed; removing leaves and trash; removing old flower arrangements; applying fire ant poison; and cutting small trees (small trees are generally those under 15 feet tall) and bushes as needed. At any time the City feels that the Cemetery is not being so maintained, it shall notify the Foundation in writing of such concerns.
6. That the City shall be responsible for the sale of plots in the Cemetery under terms and conditions that the City may from time to time deem appropriate. The City shall maintain accurate records showing the location in the Cemetery of plots sold, designating the length and width of said plots and the number of grave sites located therein. The City will notify the Foundation of such sales and will provide the Foundation with records relating to the sales thereof on an annual basis or more often at the Foundation's request.
7. That as payment thereof it is agreed that the City shall pay to the Foundation two-thirds of such amounts as collected by the City for each gravesite for the maintenance as set forth above. The proceeds of these payments shall be added to the trust *corpus* to generate future earnings. It is anticipated by both parties that the sums plus the earnings from the Foundation's current assets and future anticipated funds from gifts, donations, grants, and lot sales will eventually produce sufficient earnings to pay the then current and future annual maintenance obligations. If the Foundation's annual income should not be sufficient to pay the maintenance cost of the Cemetery, the City shall make a direct contribution for maintenance to the Foundation based on a request from the Foundation to the City as part of the City's annual budget process. All proceeds thus generated shall be paid on a quarterly basis. All funds as provided by the City herein, except those funds for annual maintenance, shall be retained in a special bookkeeping account for the Foundation. Should any time the contract between the City and the Foundation not be renewed or is terminated, all funds and profits retained from these monies shall revert to the City.
8. That in addition to the above, the Foundation agrees to maintain records relating to its operations in the performance of this agreement, in a business-like manner, suitable for auditing. The City shall, at its own expense, have the right, at reasonable times, to examine or audit the records of the Foundation relating to the performance of this agreement including records, relating to income and expenditures and to make and preserve copies thereof.
9. The parties agree to use their best efforts to resolve any dispute as to the interpretation or application of this agreement. Any dispute must be reported in writing by one party to the other

within ninety (90) days after the complaining party becomes aware of facts giving rise to the dispute, or it will be waived. The party shall have sixty (60) days to resolve the dispute. Any dispute left unresolved after this period shall be decided by a panel of three (3) persons, one appointed by the City, one by the Foundation, and one by the two representatives. If the representatives cannot agree, the Chief Judge of Newton County Superior Court shall appoint the third part panel member. The panel shall receive written submissions by the parties within thirty (30) days after the panel is selected, and shall render its decision, without opinion, within thirty (30) days after submission of such written material. Each party shall bear its own costs.

10. The City and Foundation shall not discriminate based on race, color, religion, sex, or sexual orientation, or national origin in the performance of this agreement. In addition, neither party shall discriminate on any basis in the selections of persons dealing with the operation of the Cemetery nor the appointment of members to any committee, board, director or trustee.
11. No officer or member of the Foundation, nor the City, shall serve in the future hereafter with compensation for Cemetery work or business unless agreed to by both parties. It is understood that city employees will receive no compensation beyond their city salaries for any work related to the Cemetery.
12. This agreement shall supersede all prior agreements or understandings of the parties, and will be effective when signed by an authorized representative of the Foundation and by the Mayor of the City. Unless such execution occurs, the provisions of this memorandum are not binding.

WHEREFORE, it is agreed by and between the parties

THAT THIS AGREEMENT MAY BE RENEWED by the parties for an additional five year period at the expiration of this contract.

SIGNED, SEALED, AND DELIVERED, this 20th day of April, 2016.



Lauran S. Willis
Notary

Jerry D. Roseberry
Jerry D. Roseberry, Mayor
City of Oxford

Thomas H. Johnson
Thomas H. Johnson, President
Oxford Historical Cemetery
Foundation, Inc.



C O N S O L I D A T E D P I P E A N D S U P P L Y C O . , I N C .
C U S T O M E R Q U O T E

10887 OLD ATLANTA HWY
COVINGTON GA 30014

Quote Nbr: 272691 000
Quote Date: 1/20/2021

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0019 - TERRY NORMAN
BUS: 678-342-7666
WATTS: 800-540-9402
FAX: 678-342-9666

Job: 10" MATERIAL FOR ALTITUDE VLV

210121 - OXFORD CITY OF
110 WEST CLARK ST
OXFORD GA 30054

Good Until: 1/20/2021
To: JODY REID
Email: JREID@OXFORDGEORGIA.ORG

Line	Qty	Item	Size/Wall/Description	Price	Extended Price
1	2.0	228577	10 CDI MJXFLG ADPT	120.00 EA	240.00
2	1.0	270810	10 SIP EZGRP EZD10 DI REST L/ ACC	44.00 EA	44.00
3	1.0	275142	10 CDI 06 REG MJ ACC SET L/ GLD	16.35 EA	16.35
4	1.0	271810	10 SIP EZGRP EZPVC10 PVC REST L/ ACC	65.00 EA	65.00
5	1.0	233676	10 CDI 06 TRAN ACC SET L/GLD	18.75 EA	18.75
6	2.0	225170	10X3/4 ROMAC 202-11.10X3/4CC DS SDL	48.70 EA	97.40
7	2.0	31141	3/4 FORD FB1000-3G-NL BALLCORP CCX CTS LEAD FREE	58.70 EA	117.40
8	1.0		GA FIG 3300DR DOUBLE ACTING ALTITUDE VALVE	17,900.00 EA	17,900.00
Total:					18,498.90

Terms: NET 30 DAYS

Above prices firm for delivery within 60 days provided order is placed within 10 days. All quantities and materials listed are our interpretation of the specifications and are not guaranteed. Material warranties are limited to that of the manufacturers only. Project quoted as a complete package and

C U S T O M E R Q U O T E

Quote Nbr: 272691 000

Quote Date: 1/20/2021

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Line	Qty	Item	Size/Wall/Description	Price	Extended Price
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sale subject to credit approval. All MJ fittings quoted per pound are with accessories and based on with accessory weights

Thank you for the opportunity to quote on your requirements.
If we can be of further assistance, please do not hesitate to call.

Matt Pepper

From: Jody Reid
Sent: Wednesday, January 20, 2021 4:14 PM
To: Matt Pepper
Subject: Fwd: 10" Gate valve

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Debbie S. <debbie@andersongrading.com>
Sent: Wednesday, January 20, 2021 4:10:40 PM
To: Jody Reid <JReid@oxfordgeorgia.org>
Cc: Jason Anderson <jason@andersongrading.com>; Kip Martin <kip@andersongrading.com>
Subject: 10" Gate valve

Our price to Install a 10" gate valve (supplied by Anderson) and an altitude valve (supplied by City) is \$18,500.00 at the water tank in Oxford.

Thanks!

Debbie Stemen



128 E. Highland Ave. PO Box 602
Monroe, GA 30655
Office: (770) 385-1018, ext. 117
Cell: (678) 549-6685

Matt Pepper

From: Jody Reid
Sent: Wednesday, January 20, 2021 1:41 PM
To: Matt Pepper
Subject: Fwd: proposal for altitude valve

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: huiestewart <huiestewart@gmail.com>
Sent: Wednesday, January 20, 2021 1:15:59 PM
To: Jody Reid <JReid@oxfordgeorgia.org>
Subject: proposal for altitude valve

HCS Services proposes to install new altitude valve at water tank. Valve provided by the city.
20' of 10" water line
1 10" valve
Valve Box and marker
1 concrete blocking
Material and labor
For a total of: \$9,850.00

Sent from my Sprint Samsung Galaxy S10+.