



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, July 1, 2019 – 7:00 PM
CITY HALL**

PRESENT: Jerry D. Roseberry, Mayor; Councilmembers: George Holt; Jim Windham; Mike Ready; Jeff Wearing, Sarah Davis. Staff members present: City Manager Matt Pepper, City Clerk Connie Middlebrooks, Assistant Public Works Supervisor Scottie Croy, and Police Chief Dave Harvey. Councilmember David Eady and Utility Superintendent Jody Reid were not present.

OTHERS PRESENT: Hoyt Oliver, Dave Huber, Rev Tom Johnson, Cheryl Ready, Randy Simon from Oxford College, Eddie Sweat, and Dustin Sweat.

1. The meeting was called to order by the Hon. Jerry D. Roseberry, Mayor
2. Invocation was delivered by Hoyt Oliver
3. Pledge of Allegiance
4. Motion to accept the Agenda for July 1, 2019 – Wearing – Second – Windham, approved unanimous 6/0.
5. Consent Agenda - Approved unanimous 6/0. (Attachment B)
6. Mayors Report

Mayor Roseberry informed Council that Charles D. Strickland, the father of City Attorney C. David Strickland had passed away on Saturday, June 29, 2019. The family would be receiving visitors on Monday, July 1, 2019 from 6 pm to 8 pm. Funeral services will be held at two o'clock on Tuesday, July 2, 2019 at the First Presbyterian Church of Covington. The Mayor reminded Council of important upcoming events beginning with the annual picnic at Old Church on July 3rd at 6:30 PM, the Fourth of July Parade on Thursday, July 4, at 10:00 AM and the grand opening of Asbury Street Park at 11:30 AM on Saturday, July 13, 2019.
7. Planning Commission Recommendations/Petitions

None
8. Citizens Concern

Eddie Sweat (202 West Wade Street) addressed Council regarding a notice of violation requiring him to remove the camper serving as temporary housing from the property within twenty days. He requested that Council grant him permission to continue residing in the camper until the construction of his new home reaches completion in the next four to six months. Mayor and Council advised Mr. Sweat that city ordinances prohibit the use of campers as temporary housing and there is no provision for granting exceptions.

9. Moore Street Sidewalk Project

City Manager Matt Pepper advised Council the city had received three bids to construct the 5' sidewalk on the southside of Moore Street. All three bids came in over the budget the city had set for the project. Councilmember Windham suggested the project be re-bid or requested that Jordan Engineering review the scope of work to see if it could be tweaked to get closer to the bids that had already been received. This item has been moved to the July 15, 2019 Work Session for further discussion. (Attachment C)

10. Emory Street Sidewalk Project

Council was advised the city had received two bids for the 5' sidewalk on the westside of Emory Street. It was recommended to Council the bid submitted by Tri Scapes, Inc. for \$561,751.13 be accepted. The city has budgeted \$700,000.00 for this project. (Attachment D)

Motion to approve bid submitted by Tri Scapes, Inc. Windham – second – Ready, approved unanimous 6/0.

11. Jail Services IGA

Mayor Roseberry confirmed with Chief Harvey that the necessary changes have been made to the revised Intergovernmental Agreement with Newton County to house the city's inmates. (Attachment E)

Motion to accept IGA with Newton County Ready – second – Wearing, approved unanimous 6/0.

12. 107 W. Clark Street Renovation Project

The architectural firm Carter Watkins Associates recommended Alcovy Surveying in Loganville come out and mark the location of trees on the property. Councilmember Ready questioned if Beryl Budd the city Arborist was qualified to complete this task. The Mayor advised Council the State Librarian Julie Walker visited the Yarbrough House on Thursday, June 27, 2019. Carter Watkins will meet with her at a later date to gather more ideas for the potential use of the property.

Motion to have Alcovy Surveying mark location of the trees Wearing – second Windham approved unanimous 6/0.

13. Planning Commission Appointment

Matt Pepper advised Council the Planning Commission has one vacant seat on the commission. The nominee recommended to fill that vacancy is Avis Williams (20 Wentworth Drive).

Motion to appoint Avis Williams to Planning Commission Windham - second Holt, approved unanimous 6/0.

14. Downtown Development Authority Appointment

Matt Pepper advised Council the DDA has one vacant seat on the authority. The nominee recommended to fill that vacancy is Ray Wilson owner of Atlanta Peach Management & Realty Inc.

Motion to appoint Ray Wilson to DDA Windham – second Holt, approved unanimous 6/0.

15. Invoice Approval

Motion to approve June invoices Holt - second Windham, approved unanimous 6/0.

Motion to adjourn regular session at 7:29 pm Windham– Second – Ready, approved unanimous 6/0.

Respectfully Submitted;



Connie Middlebrooks
City Clerk

**OXFORD MAYOR AND COUNCIL
REGULAR MEETING
MONDAY, JULY 1, 2019 – 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 July 1, 2019 Mayor and Council Regular Meeting.
5. **CONSENT AGENDA**
 - a. * Minutes of the Regular Session May 6, 2019.
 - b. * Minutes of the Work Session May 20, 2019.
 - c. * Minutes of Planning Commission April 9, 2019.
 - d. * Minutes of Downtown Development Authority April 25, 2019.
6. Mayor's Report.
7. Planning Commission Recommendations/Petitions.
8. Citizen Concerns.
9. * **Moore Street Sidewalk Project** – The FY2020 Capital Budget includes \$222,000 for a project to construct a 5' sidewalk on the southside of Moore Street from Longstreet Circle to Emory Street (SR 81). We received three bids. We have attached the bid tabulation.
10. * **Emory Street Sidewalk Project** – The FY2020 Capital Budget includes \$700,000 for a project to extend the existing 5' sidewalk from I-20 along the westside of Emory Street to Moore Street. We received two bids. We recommend that Council award the purchase order to Tri Scapes, Inc. for \$561,751.13. We have attached the bid tabulation and the engineer's recommendation prepared by Keck & Wood.
11. * **Jail Services IGA** – We have received a revised copy of the jail services agreement between the Newton County Sheriff's Office and the city. We recommend that Council approve this revised copy.
12. **107 W. Clark Street Renovation Project** – The *ad hoc* Yarbrough House Renovation Committee will report on the progress of the 107 W. Clark Street renovation project.
13. **Planning Commission Appointment** – Council will consider the nomination for a member of the city's Planning Commission.

14. **Downtown Development Authority Appointment** – Council will consider the nomination for a member of the city’s Downtown Development Authority.

15. Invoice Approval

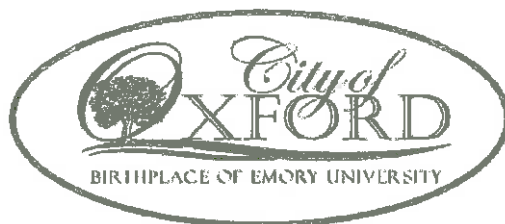
INVOICES OVER \$1,000.00

VENDOR	DESCRIPTION	AMOUNT
MONTHLY		
*Blue Cross Blue Shield	Health Insurance Employees (07/1/2019 – 08/1/2019)	13,929.04
*City of Oxford Utilities	Monthly utility charges month of May 2019	1,431.72
*Georgia Municipal Association	GMEBS/Retirement Trust Fund (June Inv. 358914)	6,491.75
*Latham Home Sanitation Co.	Commercial Waste Removal Services	6,891.38
Master Card	Mastercard charges for Hotel fees for Jody GRWA Conference; parade items; GMA Cities Week items; Rolls of stamps for the office; ECG conference registration; and other miscellaneous.	2,001.68
*Newton County Board of Commissioners	Water Purchase Month of May 2019 Inv 2560	15,707.00
*Newton County Water & Sewerage Authority	Monthly Sewer Charges for May 2019	8,120.30
*Sophicity	Monthly IT Support Month of June Inv 11333	1,858.60
*Southeastern Power Admin.	SEPA energy cost (May) Inv. B-19-2060	2,987.44
PURCHASES/CONTRACT LABOR		
*AT & T	Monthly Phone Services Bill Date 05/29/2019	1,012.77
*Consolidated Monthly Municipal Court	Court Fees for Month of May 2019	1,249.47
*Gresco	Supplies for Capital electric upgrade project	3,640.00
*Harris Local Government	Annual software maintenance	19,857.41
*NEGRC	FY20 per capita dues	2,088.00
*Newton County Sheriff's Office	Prisoner Boarding (Inv 31952)	1695.00
*Premier Security Systems, Inc.	Install camera system at new city park.	2,147.41
*C. David Strickland, P.C.	Legal Services	2,957.86
*Yancey Bros. Co	Backhoe repairs	1,572.53
Approved Contracts		
*F.A.S.T.	Charges for fire alarm monitoring for years 2016-2019. Vendors software failed to automatically submit annual invoices.	1,440.00
*HCS Services, LLC	111 Longstreet Circle, Sewer repair	1,050.00
*HCS Services, LLC	Work completed on Asbury Street Park	79,230.00
*HCS Services, LLC	Work completed on Asbury Street Park	81,949.00
*Scarborough Tree	Invoice 12871 Removed double base spruce tree from behind old church.	4,200.00

*Scarborough Tree	PO # 13091 Removal of large oak at Hamil and Haygood. Stump grinding and clean up.	3,600.00
*Sumner Meeker, LLC	Legal services	2,483.52

16. Executive Session – Litigation & Personnel.

17. Adjourn



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, MAY 06, 2019 – 7:00 PM
CITY HALL**

PRESENT: Jerry D. Roseberry, Mayor; Council members: George Holt; Jim Windham; David Eady; Jeff Wearing, Sarah Davis. **Not present:** Mike Ready. **Staff members present:** City Manager Matt Pepper, City Clerk Connie Middlebrooks, Deputy City Clerk Stacey Mullen, Utilities Superintendent Jody Reid, Chief Dave Harvey, City Attorney David Strickland.

OTHERS PRESENT: Peggy Madden, Hoyt Oliver, Patsy Burke, Nick & Christy Schwane, Logan Schwane, Laura Gafnea and Danielle Miller from Oxford College; Nick Cole, Melissa Hage, Art & Laurie Vinson, Gwen Green, Mary Hutchinson, and Adrienne Vinson Waddey.

1. The meeting was called to order by the Hon. Jerry D. Roseberry, Mayor
2. Invocation was delivered by Hoyt Oliver
3. Pledge of Allegiance
4. Motion to accept the Agenda for May 06, 2019 – Wearing – Second – Davis, approved unanimous 6/0.
Attachment A
5. Consent Agenda - Approved unanimous 6/0. Attachment B
6. **Mayors Report**
Mayor Roseberry announced that the Georgia Department of Transportation will be providing the city with a \$20,000 grant for the sole use of safety purposes, which will be used for the restriping of some streets within the city. The city's match is approximately \$8,000. Mayor Roseberry also recognized Logan Schwane, a student of Mainstay Academy, for his achievement as the first-place winner in the Georgia Municipal Association's Georgia Cities Week coloring contest. Logan was presented with a certificate and a Chic-fil-a gift card for his participation. Attachment C
7. **Planning Commission Recommendations/Petitions**
None

8. Citizens Concern

Gwendolyn Green (1214 Godfrey St) expressed her concerns for a member of the community, Mary Hutchinson (1105 Hull St). Ms. Hutchinson's driveway is in grave condition, making it problematic to access her home. Mrs. Green suggested the city provide Ms. Hutchinson with some assistance by possibly adding gravel to make the driveway more manageable. Ms. Hutchinson spoke about the condition of her driveway and asked the city for assistance to repair it. Superintendent Jody Reid will inspect the location to determine whether any assistance can be given, as part of Hull St is annexed into Newton County, and may be private property.

9. State-wide Pole Attachment Agreements

City Manager Pepper requested approval from Council for the new Pole Attachment License Agreements for Distribution Poles with both Verizon Wireless and New Cingular Wireless, renegotiated by Electric Cities of Georgia. **Attachment D Motion by Windham-second-Wearing, approved unanimous 6/0.**

10. Change Order for N. Emory Sewer Project

City Manager Pepper requested approval from Council for a change order for Site Engineering to remove 119 cubic yards of rock (encountered during construction) in order to lay the line and tie-on to the Dried Indian Creek outfall. This change order includes an additional cost of \$14,220. **Attachment E Motion by Eady – second – Wearing, approved unanimous 6/0.**

11. Emory Street Sidewalk Project.

City Manager Pepper recommended that Council award the contract to Keck & Wood for \$41, 500 to facilitate the construction administration and material testing services for the sidewalk project. As a portion of the contract, \$6,500 will be to assist with the bidding phase, and \$5,000 per month for construction administration services, then up to \$10,000 for material testing. Keck & Wood predicts the project will take 4 months to complete, with a 5th month set aside for any project closeout items. As previously discussed with Keck & Wood, City Manager Pepper recommended having Keck & Wood to participate with the bidding process at rate of \$6,500 and if bids return at a cost higher than Council agrees with, the city can forgo the remaining contract with Keck & Wood. **Attachment F**

Motion by Davis- second- Eady, approved unanimous 6/0.

12. Moore Street Sidewalk Project

City Manager Pepper covered the new plans submitted by Jordan Engineering to include installing a sidewalk along the south side of Moore Street from Longstreet Circle east to Haygood Street, and extending the existing sidewalk, located on the north side of Moore Street to Emory Street. Also, two dogwood trees will be replaced on the right-of-way near the property of Tom Johnson (303 Moore Street). **Attachment G**

Motion by Windham- second- Holt, approved unanimous 6/0.

13. Resolution to Create Electric Capital Project Fund

City Manager Pepper discussed a resolution to create the Electric Capital Project Fund, which will be used specifically to pay for projects related to the maintenance of the city's electric infrastructure. The new fund will receive an annual transfer equal to the budgeted amount of depreciation for the Electric Fund for that given fiscal year. The city will make an initial cash transfer of \$500,000 from the Georgia Fund One into the new fund. The \$500,000 represents the city's last five years of depreciation in the Electric Fund. **Attachment H**

Motion by Wearing- second- Eady, approved unanimous 6/0.

14. Resolution to Create the Water & Sewer Capital Project Fund

City Manager Pepper discussed a resolution to create the Water & Sewer Capital Project Fund, which will be used specifically to pay for projects related to the maintenance of the city's water & sewer infrastructure. The new fund will receive an annual transfer equal to the budgeted amount of depreciation for the Water & Sewer Fund for that given year. The city will make an initial cash transfer of \$1,000,000 from the Georgia Fund One into the new fund. The \$1,000,000 represents the city's last five years of depreciation in the Water & Sewer Fund. Attachment I Motion by Eady- second- Wearing, approved unanimous 6/0.

15. Electric System Improvements

City Manager Pepper recommended that Council award the contract for the completion of this fiscal year's electric systems improvement project to Over & Under Contractors, Inc in the amount of \$91,601.40, with the cost for materials in the amount of \$32,322.15 awarded to Gresco. This project is budgeted in the FY2019 Capital Budget Fund for \$160,000, and includes the replacement of equipment, wires, switches and poles along Williams Street, Oxford North Road, West Clark Street and a section of Longstreet Circle. Attachment J Motion by Holt- second- Eady, approved unanimous 6/0.

16. Bureau Veritas February 2019 Invoice

City Manager Pepper discussed the contract with Bureau Veritas to provide building inspection services, which last year, the city agreed to a 75% and 25% split of the fees as payment for the service. The city collects the fees and remits the 75% payment to Bureau Veritas. The invoice for the month of February reflects a remittance fee of \$24,026.25 for building inspection services, largely driven by Oxford College of Emory University for the development of its Student Center. Attachment K Invoice was made to council's attention due to the amount. No approval necessary, as approval was made at time of contract acceptance.

17. Invoice Approval

Motion by Holt -second- Eady to accept invoices, approved unanimous 6/0.

Motion to go into an Executive Session at 7:36 pm – Windham – Second – Wearing, approved unanimous 6/0.

City Attorney Strickland updated Council regarding the East Clark Street Property.

Council discussed the Planning Commission member policies as it relates to attendance and propriety.

Council discussed a member vacancy on the Downtown Development Authority (DDA) with a recommendation to appoint Art Vinson as a replacement for Loren Roberts.

There being no further business:

Motion to adjourn the Execution Session at 7:45 pm – Windham – second – Wearing, approved unanimous 6/0.

Motion to return to Regular Session at 7:45 pm – Eady – second – Windham, approved unanimous 6/0.

May 06, 2019

City of Oxford/ Regular Session

4

Downtown Development Authority (DDA) Appointment

Motion by Eady -second- Windham to appoint Art Vinson as DDA member replacement for Loren Roberts, approved unanimous 6/0.

Motion to adjourn at 7:47 pm Wearing – second – Eady, approved unanimous 6/0.

Respectfully Submitted;

Stacey Mullen, CMC
Deputy City Clerk



DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
WORK SESSION
MONDAY, May 20, 2019 – 6:00 PM
CITY HALL
DRAFT

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

OTHERS PRESENT: Matt Pepper, City Manager; Dave Harvey, Police Chief; Kevin Potter, New Police Officer; Connie Middlebrooks, City Clerk; Jody Reid, Utility Superintendent; Hoyt Oliver, Art and Laurie Vinson, Cheryl Ready, Dave Huber, Laura and Evelyn McCanless, Robert Foxworth, Chairman Friends of Covington Fireworks, Inc.

Annual Budget Public Hearing

The Public Hearing was Called to order by Mayor Jerry D. Roseberry.

This Public Hearing was scheduled to allow Mayor and City Council to receive both written and oral comments from citizens about the FY2020 Annual Operating and Capital Budgets. No citizen concerns or comments were presented. The Council is scheduled to adopt the budget at it's Regular Session Meeting on June 3, 2019 at 7:00 p.m.

Public Hearing adjourned at 6:02 p.m.

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

Agenda (Attachment A)

1. Mayor's Announcements

Chief Dave Harvey Introduced to Council the City's newly hired officer Kevin Potter. Officer Potter brings to the city over twenty years of law enforcement experience. Mayor Roseberry informed Council that for the month of April the police department responded to 100 calls, issued 48 citations, 74 warnings, and made 8 arrest. The Mayor reminded Council of the upcoming retirement of Jim Dove and Mott Beck and requested anyone who wishes to contribute to the scrapbook please turn those submissions in to Matt in the coming weeks. Mayor Roseberry introduced to Council Mr. Robert Foxworth Chairman of Friends of Covington Fireworks, Inc. Mr. Foxworth was in attendance to address Mayor and Council regarding the opportunity for the City to financially contribute to the annual July 4th firework celebration hosted by the City of Covington.

2. Tourism Product Development Report

Matt informed Council of Newton County's inquiry into the city's interest in participating in the creation of a Tourism Product Development Report. The report would offer recommendations on how the city could utilize their existing resources as tools to develop their tourism. It was the consensus of Council to proceed with the report. (Attachment B)

3. 6153 Emory Street Welcome Sign Project Draft Plan

Ms. Cheryl Ready updated Council on the progress of the Welcome Sign Project. She presented a drawing of the proposed sign and a drawing of proposed landscape which will consist of native trees and shrubbery. Councilmember Holt expressed his concern the sign is similar to the college signage and it should be more reminiscent of Oxford. Councilmember Eady questioned how the city would absorb the cost of the design and landscaping. Councilmember Windham suggested that the city not skimp on this project considering this to be the gateway to the city.

4. City Pollinator Garden

Councilmember Windham informed the Council that the best location for the initial pollinator garden is George Street Park. He requested additional funds be considered in the budget to cover the cost to complete a pathway and plantings. Mayor Roseberry suggested there may be areas in the new city park for additional gardens once the park is complete.

5. City Park Name

Councilmember Holt recommended Council to consider the suggested name of Oxford City Park. It was the consensus of Council to support the suggestion.

6. Operating Budget and Capital Budget for FY2020

Councilmember Ready informed Council of changes that had been made to specific line items per the suggestion of the operating budget committee. Those suggestions consisted of the following recommendations: the city maintain the same current millage rate of 6.62 mills; General Building Permits have a budget of \$15,000 to cover projects initiated by the college; Telephone System Upgrades line item increase to \$8,200 to include two new phones for maintenance facility; additional \$200 to Telephone – Postage for monitoring cost for new park surveillance; decrease to Computer Upgrades to \$10,500; increase to E-911 Center to reflect increase in call volume; increase in Supplies and Material to \$20,000 to cover toiletries and supplies for new park; addition of line item to cover utilities associated with new park; additional line item for \$2,200 for security system install at new park; decrease in City Park and Trail Maintenance to \$35,000; additional \$5,000 for city pollinator gardens; increase to Depreciation to \$215,520 to include city's new sewer line on Emory Street; and finally the addition of new line item for \$8,500 for security system upgrade for Maintenance Facility. Councilmember Windham suggested that the recommendations to the budget take into consideration a higher skill level when compiling the job description for the potential groundskeeper position. (Attachment C)

7. Service Delivery Strategy Update

Mayor Roseberry updated Council on the Service Delivery Strategy negotiations between Newton County and the five Municipalities. The deadline for the parties to reach an agreement is June 30, 2019 in order to remain eligible for grants and other programs administered by the Department of Community Affairs.

8. July 4th Parade Route and Grand Marshal

City Clerk Connie Middlebrooks requested that Council approve the route which would have the parade ending on West Clark Street as it did the year prior. This request takes into consideration that portions of Wesley Street and Pierce Street will be closed for the Oxford College Pierce Street Improvements Project. Connie also

suggested that Council nominate a Grand Marshal for the Parade and advised Council that the suggestion of Mr. Anderson Wright or Former City Clerk Lauran Willis be considered. The consensus of Council was to nominate Mr. Anderson Wright as a recognition for his contributions to the city. This matter will be placed on the June 3rd Regular Session agenda for an official vote.

Work Session Adjourned at 6:50 pm.

CALLED MEETING CALLED TO ORDER 6:55 PM.

Executive Session 6:55 p.m.

Motion to go to Executive Session – Ready – Second – Wearing, Approved 7-0

Council discussed matters regarding personnel.

Motion to adjourn Executive Session – Holt – Second – Davis, Approved 7-0

Executive Session Adjourned 7:23 p.m.

Returned to Called Meeting

Motion was made to approve salary increase to \$50,000 for Police Chief Dave Harvey and to create the position of Assistant Public Works Supervisor to be filled by Scottie Croy with a salary increase to \$42,016.57
Motion – Ready – Second – Holt, Approved 7-0

Motion to Adjourn Called Meeting – Ready – Second – Wearing, Approved 7-0

Adjourned: 7:33 p.m.

Respectfully Submitted,

Connie D. Middlebrooks
City Clerk

OXFORD PLANNING COMMISSION

Minutes – April 9, 2019

MEMBERS: Jonathan Eady, Chair; Laura McCanless, Vice-Chair; Zach May, Secretary; Mike Besaw, Juanita Carson, and Mike McQuaide.

STAFF: Matthew Pepper, city manager and zoning administrator.

GUESTS: Forrest and Evelyn McCanless; Hugh Tarbutton; Art and Laurie Vinson; Aaron Scranton, Alternative Energy Southeast; Don Moreland, Georgia Solar Energy Association.

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

MINUTES: Upon motion of Mr. May, seconded by Ms. Carson, the minutes for the meeting of March 12, 2019 were adopted. The vote was 6-0.

HUGH TARBUTTON (1105 Wesley Street): The Commission reviewed the three development permit applications presented by Mr. Tarbutton. Regarding the application for the outbuilding, the Commission discussed what materials will be used for the siding and roof. In addition, Mr. Tarbutton explained that he plans to provide water and sewer service from an existing tap line located on the property and the electric service from an existing pole located on the back right of the proposed structure. Mr. Tarbutton informed the Commission that he might move the building a few feet north in order to avoid damaging the root structure of an existing pecan tree.

Upon motion of Ms. McCanless, seconded by Mr. McQuaide, the Planning Commission approved the development permit application to demolish and remove an existing corn crib structure. The vote was 6-0.

Upon motion of Mr. May, seconded by Mr. Besaw, the Planning Commission approved the development permit application to construct a new 20' x 30' outbuilding with an 8' x 28' covered porch and a 20' x 28' bluestone patio and fire pit. The vote was 6-0.

Upon motion of Ms. McCanless, seconded by Ms. Carson, the Planning Commission approved the development permit application to perform land disturbance activities to repair an existing pond. The vote was 6-0.

ART AND LAURIE VINSON (903 Asbury Street): Mr. Vinson explained that the water, sewer, and electric service for the new building will be provided by installing laterals off the existing lines running to the residence. In addition, the Commission stated that as part of the building permit process the applicant will need to provide a document depicting the finalized location of the utility lines followed by an inspection of the lines once they are installed.

Upon motion of Ms. Carson, seconded by Ms. McCanless, the Planning Commission approved the development permit application to install water, sewer, and electrical lines to an accessory dwelling unit. The vote was 6-0.

LAURA AND FORREST MCCANLESS (1003 Wesley Street): The Commission determined that the dwelling is currently located within the front build-to line, and side and rear setbacks. The Commission discussed the proposed location of the solar array as it relates to the city's current aesthetics standards. In addition, the Commission explained the building permitting process to complete the installation of the solar array.

Upon motion of Mr. Besaw, seconded by Ms. Carson, the Planning Commission approved the development permit application to install a solar array to the south-facing roof of their residence with the accompanying electrical interface. The vote was 5-0, with Ms. McCanless abstaining.

ADJOURNMENT: Mr. Eady adjourned the meeting at 7:50 PM.

Approved by:

Zach May, Secretary

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF OXFORD

Minutes – April 25, 2019

MEMBERS: Ms. Martha Molyneux, Vice-Chair; Mr. Jonathan Eady, Mr. Mike Ready, Mr. Brian Barnard, and Ms. Danielle Miller. Mr. Mark McGiboney was absent.

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

GUESTS: Dave Huber; Jordan Shoemaker, Project Specialist, Northeast Georgia Regional Commission.

OPENING: At 7:03 PM, Ms. Molyneux called the meeting to order.

APPROVAL OF MINUTES: Upon motion of Mr. Eady, seconded by Mr. Ready, the minutes for the meeting on March 28, 2019 were approved. The vote was 4 – 0.

DISCUSSION ON THE YARBROUGH HOUSE PROPERTY: Ms. Shoemaker reported that on Wednesday, April 24th the Northeast Georgia Regional Commission (NEGRC) issued, on the city's behalf, a Request for Proposals (RFP) to architecture firms to provide general concept-planning and provide an initial assessment of the Yarbrough House property. Ms. Shoemaker further explained that the architectural design firm will create building specifications and drawings as to how future renovations need to occur and modifications for potential uses of the house. The deadline for the proposals is May 28th. Ms. Shoemaker explained that the DDA and the city's Yarbrough House Renovation Committee can continue brainstorming potential uses for the property while the NEGRC is collecting proposals. The DDA discussed moving forward with the City Council as a partner on reviewing the proposals and selecting an architecture firm.

DISCUSSION ON DOWNTOWN DEVELOPMENT ALONG SR 81: The DDA discussed approaching Historical Concepts about the cost to engage the DDA in a planning exercise specifically focused on the town center development. In addition, the DDA discussed the status of the post office lease. Mr. Barnard will follow up with Mr. McGiboney about his conversation with Historical Concepts and Rob Fowler.

OTHER BUSINESS: The DDA discussed the information sent out by Mr. Pepper regarding the County's interest in working with the Georgia Department of Economic Development to create a Tourism Product Development Report for the area.

ADJOURNMENT: Ms. Molyneux adjourned the meeting at 7:40 PM.

Approved by:

Matthew Pepper, Secretary/Treasurer



Mr. Matt Pepper, City Manager
City of Oxford
110 West Clark Street
Oxford, Georgia 30054

June 25, 2016

Re: Moore Street Sidewalk contractor recommendation

Dear Mr. Pepper:

I have reviewed the bid submitted by the low bidder, Ryde Grading, Inc., located at 179 Handley Road in Tyrone, Georgia, for the Moore Street sidewalk project. I checked the math on their bid tabulation and found no errors in their bid form. I have verified their status as a Georgia DOT approved contractor and have verified that they hold a State of Georgia utility contractors license. I have attempted to contact references, but as of now have not been able to reach them by email or phone.

Based on their status as low bidder and my review of their bid submittal, I recommend that the City of Oxford contract with Ryde Grading, Inc. to complete the Moore Street Sidewalk Project for a total contract amount of \$238,122.30.

Sincerely,
Jordan Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Robert O. Jordan", with a long, sweeping horizontal stroke extending to the right.

Robert O. Jordan, PE RLS

City of Oxford
Moore Street Sidewalk Improvements

Bid Summary

Bid Opening 2pm 6/20/19 at Oxford City Hall

<u>Company</u>	<u>Eid Bond or cashier's check included? (5% base bid amt)</u>	<u>Total Bid Amount</u>
1 Ryde Grading	yes	\$ 581,939
2 Keady and Tillman LLC	yes	\$ 581,939
3 Ryde Grading Inc	yes	\$ 238,122.30
4 Tri Scapes	yes	\$ 310,776.25
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$

Bids opened by: 
 Robert Jordan

Summary recorded by: 
 Jody Reid



June 27, 2019

Matthew Pepper
 City of Oxford
 110 W. Clark Street
 Oxford, GA 30054

Re: SR 81/Emory Street Sidewalk Project
 Our Reference No. 190142.00

Dear Mr. Matthew Pepper:

We have reviewed the bids received at City Hall, at 2:00 p.m., local time on June 25, 2019 for construction of the referenced project. Two (2) bids were received. The following is a summary of the two (2) low bids.

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Tri Scapes, Inc. 1595 Peachtree Parkway, Suite 204-396 Cumming, GA 30041	\$561,751.13
2.	Peach State construction Co., LLC 7260 Williams Brothers Drive Covington, GA 30014	\$602,690.00

A certified tabulation of all bids received is attached. A copy of the tabulation has been mailed to each bidder for their information.

Each bidder submitted a 5% bid bond from a surety company listed on U. S. Treasury Circular 570 (07/01/18). The low bid of \$561,751.13 is within the funds allocated for the project.

The low bidder, Tri Scapes, Inc. is a prequalified contractor with the Georgia Department of Transportation (GDOT), and appears to have met all of the required qualifications for GDOT. Keck & Wood, Inc. has worked with Tri Scapes, Inc. on a similar streetscape project and considers Tri Scapes, Inc. to be capable of performing the required activities to complete this project.

Mr. Matthew Pepper
City of Oxford

June 27, 2019
Page Two

Keck & Wood, Inc., therefore, recommends contract award to Tri Scapes, Inc. in the amount of \$561,751.13 for construction of the SR 81/Emory Street Project. It must be noted that should the City accept this recommendation and award to Tri Scapes, Inc., the award should be contingent on concurrence in the award from GDOT.

Hartford Fire Insurance Company is the surety company for the recommended bidder's bid bond and will likely be the surety company used for the payment and performance bonds on the project. In addition to being listed on the U.S. Treasury Department Circular 570, the surety is shown as being licensed in Georgia, having an Active/Compliance status, and with an underwriting limitation that is greater than the bond amount. Please note that in accordance with Georgia Law (OCGA 36-91-40 (a)(2)), the City must have an "officer of the government entity" to "approve as to form and as to the solvency of the surety" for the proposed surety company named above. We recommend that your legal counsel be contacted to handle or suggest the procedures necessary to comply with this Georgia law. We can provide additional information on this issue if needed.

If there are any questions, please contact our office.

Very truly yours,

KECK & WOOD, INC.

A handwritten signature in blue ink, appearing to read "Robert Renwick", is written over the typed name.

Robert Renwick, P.E.

Enclosure

BID TABULATION
SR 81 / EMORY STREET SIDEWALK PROJECT
CITY OF OXFORD, GA

RECEIVED BY: CITY OF OXFORD, GEORGIA
 AT OXFORD CITY HALL
 2:00 P.M., LOCAL TIME, JUNE 25, 2019

ITEM			BIDDER NO. 1		BIDDER NO. 2	
			UNIT	UNIT	UNIT	UNIT
150-1000	TRAFFIC CONTROL - PI 0012647	1 LS	\$22,500.00	\$22,500.00	\$41,750.00	\$41,750.00
210-0100	GRADING COMPLETE - PI 0012647	1 LS	\$148,477.53	\$148,477.53	\$233,166.00	\$233,166.00
310-1101	GR AGGR BASE CRS. INCL MATL	400 TN	\$35.24	\$14,096.00	\$25.00	\$10,000.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	120 SY	\$46.37	\$5,564.40	\$40.00	\$4,800.00
441-0104	CONC SIDEWALK, 4 IN	1,500 SY	\$40.01	\$60,015.00	\$35.00	\$52,500.00
441-0108	CONC SIDEWALK, 8 IN	265 SY	\$53.46	\$14,166.90	\$48.00	\$12,720.00
441-4020	CONC VALLEY GUTTER, 6 IN	470 SY	\$45.68	\$21,469.80	\$40.00	\$18,800.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP2	3,400 LF	\$23.07	\$78,438.00	\$20.00	\$68,000.00
500-3200	CLASS B CONC	15 CY	\$333.90	\$5,008.50	\$550.00	\$8,250.00
500-9999	CLASS B CONC BASE OR PVMT WIDENING	2 CY	\$333.90	\$667.80	\$250.00	\$500.00
515-2020	GALV STEEL PIPE HANDRAIL, 2, ROUND	140 LF	\$78.00	\$10,920.00	-	-
550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	55 LF	\$40.83	\$2,245.65	\$42.00	\$2,310.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	650 LF	\$60.66	\$39,429.00	\$50.00	\$32,500.00
573-1004	UNDRDR PIPE ONLY, 4 IN	20 LF	\$30.45	\$609.00	\$5.00	\$100.00
576-1006	SLOPE DRAIN PIPE, 6 IN	45 LF	\$29.76	\$1,339.20	-	-
611-8000	ADJUST CATCH BASIN TO GRADE	2 EA	\$1,119.00	\$2,238.00	\$1,250.00	\$2,500.00
634-1200	RIGHT OF WAY MARKERS	14 EA	\$334.50	\$4,683.00	\$125.00	\$1,750.00
641-1200	GUARDRAIL, TP W	62 LF	\$28.80	\$1,785.60	-	-
641-5001	GUARDRAIL ANCHORAGE, TP 1	1 EA	\$1,988.00	\$1,988.00	-	-
641-5015	GUARDRAIL TERMINAL, TP12A, 31 IN, TANGENT ENERGY ABSORBING	1 EA	\$3,818.40	\$3,818.40	-	-
643-4000	WOVEN WIRE FENCE	200 LF	\$42.00	\$8,400.00	-	-
668-1100	CATCH BASIN, GP 1	4 EA	\$3,045.00	\$12,180.00	\$2,100.00	\$8,400.00
668-4300	STORM SEWER MANHOLE, TP 1	1 EA	\$2,040.00	\$2,040.00	\$2,100.00	\$2,100.00
668-7018	DRAIN INLET, 18 IN	4 EA	\$2,676.00	\$10,704.00	\$2,000.00	\$8,000.00
900-0526	BOLLARDS	2 EA	\$1,222.50	\$2,445.00	-	-
163-0232	TEMPORARY GRASSING	1 AC	\$1,920.00	\$1,920.00	\$700.00	\$700.00
163-0240	MULCH	22 TN	\$69.40	\$1,306.80	\$545.00	\$11,990.00
700-7000	AGRICULTURAL LIME	5 TN	\$278.55	\$1,392.75	\$225.00	\$1,125.00
700-8000	FERTILIZER MIXED GRADE	3 TN	\$800.00	\$1,800.00	\$575.00	\$1,725.00
700-8100	FERTILIZER NITROGEN CONTENT	60 LB	\$3.35	\$201.00	\$5.00	\$300.00
700-9300	SOD	2,500 SY	\$5.51	\$13,775.00	\$12.35	\$30,875.00
163-0300	CONSTRUCTION EXIT	2 EA	\$1,003.50	\$2,007.00	\$750.00	\$1,500.00
163-0503	CONSTRUCT AND REMOVE SILT CONTRIL GATE, TP 3	2 EA	\$669.00	\$1,338.00	\$650.00	\$1,300.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	80 LF	\$4.98	\$398.40	\$18.50	\$1,480.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	17 EA	\$180.00	\$3,060.00	\$130.00	\$2,210.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	1,575 LF	\$1.20	\$1,890.00	\$1.10	\$1,732.50

**BID TABULATION
SR 81 / EMORY STREET SIDEWALK PROJECT
CITY OF OXFORD, GA**

RECEIVED BY: CITY OF OXFORD, GEORGIA
AT OXFORD CITY HALL
2:00 P.M., LOCAL TIME, JUNE 25, 2019

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1 Tri Scapes, Inc. 1595 Peachtree Parkway Suite 204-396 Cumming, GA 30041		BIDDER NO. 2 Peach State Construction Co., LLC 7260 Williams Brothers Drive Covington, GA 30014	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	40	LF	\$12.00	\$480.00	\$6.50	\$260.00
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	2	EA	\$669.00	\$1,338.00	\$200.00	\$400.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	2	EA	\$160.00	\$300.00	\$100.00	\$200.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	17	EA	\$66.00	\$1,122.00	\$40.00	\$680.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	4	EA	\$240.00	\$960.00	\$250.00	\$1,000.00
167-1500	WATER QUALITY INSPECTIONS	12	MO	\$480.00	\$5,760.00	\$900.00	\$10,800.00
171-0030	TEMPORARY SILT FENCE, TYPE C	3,150	LF	\$4.98	\$15,687.00	\$3.00	\$9,450.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	420	LF	\$3.60	\$1,512.00	\$2.75	\$1,155.00
711-0200	TURF REINFORCING MATTING, TP 2	350	SY	\$39.60	\$13,860.00	\$5.00	\$1,750.00
610-9001	REM SIGN	10	EA	\$160.00	\$1,500.00	\$50.00	\$500.00
611-5551	RESET SIGN	10	EA	\$150.00	\$1,500.00	\$50.00	\$500.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	62	SF	\$23.40	\$1,450.80	\$22.00	\$1,364.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	63	SF	\$23.40	\$1,474.20	\$22.00	\$1,386.00
636-2070	GALV STEEL POSTS, TP 7	181	LF	\$10.80	\$1,954.80	\$10.00	\$1,810.00
636-2080	GALV STEEL POSTS, TP 8	30	LF	\$16.80	\$504.00	\$15.00	\$450.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	3,360	LF	\$0.78	\$2,620.80	\$1.00	\$3,360.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	200	LF	\$2.40	\$480.00	\$1.00	\$200.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	95	LF	\$9.60	\$912.00	\$5.50	\$522.50
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	1,340	LF	\$3.00	\$4,020.00	\$2.85	\$3,819.00
TOTAL BID AMOUNT					\$561,751.13		\$602,690.00
					5%		5%
					(1)		(1)

NOTES:

(1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/18).

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ ALOUD IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.


 KECK & WOOD, INC. 6/27/19
 DATE

**INTERGOVERNMENTAL AGREEMENT REGARDING HOUSING OF CITY
INMATES AT THE NEWTON COUNTY JAIL**

This Service Delivery Intergovernmental Agreement entered into this the 1st day of July , 2019 (the "Effective Date"), by and between **Newton County, Georgia**, a political subdivision, acting by and through its Board of Commissioners (hereafter the "County"), **City of Oxford**, a municipal corporation acting by and through its Mayor and Council (hereinafter the "City"); and **Sheriff Ezell Brown**, the duly elected Newton County Sheriff and constitutional officer for the State of Georgia (hereinafter referred to as "Sheriff").

WITNESSETH

WHEREAS, the Service Delivery Strategy Act (O.C.G.A. 36-70-20, *et. seq.*) mandates that Newton County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Newton County, the City of Covington, the City of Porterdale, the City of Oxford, the City of Mansfield, the Town of Newborn, and the City of Social Circle shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

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

WHEREAS, the Official Code of Georgia § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

WHEREAS, Article IX, Section II, Paragraph III, subparagraph (b)(2) of the Constitution of the State of Georgia permits the County to provide certain services, including the housing, processing, medical care and supervision of City inmates;

WHEREAS, the City has a Police Department which handles criminal cases falling within its jurisdiction for offenses occurring within its incorporated boundaries;

WHEREAS, the City Police Department makes arrests of offenders and must, at times, incarcerate said offenders;

WHEREAS, the County has an obligation to construct and fund the operation of a jail;

WHEREAS, the Sheriff is the jailer of the County and has the power and authority to assume custody, control and care over City inmates;

WHEREAS, the City believes it would be desirable to the taxpayers of both the City and County to house City inmates at the Newton County Jail;

WHEREAS, the Sheriff is willing and able to provide housing, processing, medical care, and supervision of City inmates;

WHEREAS, the County has duly resolved to opt-into the provisions of O.C.G.A. § 15-21-90 *et seq* (the Jail Construction and Staffing Act) and has thereby established the required "County Jail Fund" account and resolved to use the proceeds for those purposes authorized by O.C.G.A. 15-21-90 and as are further constrained by a certain Board of Commissioners-approved Resolution regarding the Jail Fund;

WHEREAS, in order to maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County, the County, the City, and the Sheriff are willing to enter into this Intergovernmental Agreement ("Agreement") for the housing, processing, medical care and supervision of City inmates pursuant to the terms of this Agreement; and

WHEREAS, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and the City hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions.

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

1. The County agrees that, during the term of this Agreement, City inmates may be housed in the Newton County Jail. The Sheriff shall assume custody, control and care of City inmates housed in the Newton County Jail pursuant to the terms of this agreement beginning on the Effective Date of this Agreement. Between the Effective Date of this Agreement and December 31, 2023, the City shall pay to the County the greater of (a) \$40.00 per day, per inmate, plus a one-time \$15.00 administration fee for each inmate transferred into the custody of the Sheriff; or (b) the annual amount collected by the City pursuant to the Jail Fund Surcharge collected by the City pursuant to the Jail Construction and Staffing Act (the "Act"). Beginning January 1, 2024, the City shall pay the greater of \$45.00 per day per inmate plus a one-time \$15.00 administration fee for each inmate transferred into the custody of the Sheriff or the annual amount collected by the City pursuant to the Act. Except as otherwise provided for in this agreement, the City shall not be required to pay any additional inmate processing or administration fees or surcharges.
2. Jail Fund Surcharges are required to be paid by the City to the County by the tenth day of the month following the month in which the Jail Fund Surcharge was collected. The Parties shall determine the total amount of Jail Fund Surcharges paid to the County by the City for the preceding calendar year by January 30th of the subsequent calendar year. If the annual amount of Jail Fund Surcharges paid by the City to Newton County is less than what would have been charged to the City under the per day, per inmate fees provided for in this Agreement in any year, then the City shall pay to the County the amount of the difference by February 20th of the following year. If it is determined that the City's annual Jail Fund Surcharges are equal to or are in excess of the fees required pursuant to this Agreement, then no balance shall be due by the City and the County shall be entitled to retain all Jail Fund Surcharges tendered, it being agreed to

- by the Parties that such excess Jail Fund Surcharges reflect an increase in the costs associated with the City inmates.
3. The Sheriff shall provide all usual and customary detention services to City inmates housed at the Newton County Jail as if they were County inmates. The determination of what medical care is necessary and what prescription or other medicines are required will be determined by the health care provider retained to provide health care services at the Newton County Jail.
 4. If the Newton County Jail retained health care provider determines that a City inmate requires medical treatment outside of the Newton County Jail or treatment that is not customarily provided in the Newton County Jail then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee, immediately. The inmate shall then be turned over to City custody unless agreed otherwise and the City shall transport the City inmate to the appropriate medical care facility unless emergency medical transport is required. Once the inmate is turned over to City custody the City shall be responsible for the detention of said inmate until such time as the inmate is returned to the Newton County Jail. The cost of any medical care provided to a City inmate at a location other than the Newton County Jail or care provided at the Newton County Jail that is customarily not performed at the jail (i.e. for which the retained health care provider assesses an additional fee above their normal rate) shall be borne solely by the City. The cost of normal and customary medical care provided to City inmates while housed at the Newton County Jail shall be borne by the City.
 5. If the Newton County Jail health care provider or medical personnel at a medical facility determine that a City inmate requires mental health treatment at a mental health facility outside of the Newton County Jail, then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee and shall transport the inmate to the appropriate mental health facility unless agreed otherwise. The cost of any mental health care provided to a City inmate at a location other than the Newton County Jail that is customarily not performed at the Jail (i.e. for which the retained health care provider assesses an additional fee above their contract rate) shall be borne solely by the City.
 6. The City Police Department shall be responsible for transporting all City inmates to the Newton County Jail for booking and shall comply with the Newton County Jail's booking procedures. All City inmates shall be booked in using the City's ORI number (ORI #GA 1070200). Additionally, the City Police Department shall be responsible for transporting all City inmates for their court appearances, to include pick up from the Newton County Jail and return to the Jail after court.
 7. Any City inmate posting bond through a bonding company shall use a bonding company that has been approved by the City and by the Sheriff. All City inmates shall be bonded using a City bond form. The City hereby grants authority to the Sheriff, or his designee, to sign each City bond form. The Sheriff shall remit all bond monies received on behalf of City inmates on the next business day. City inmates may post property bonds subject to the same requirements of County property bonds.
 8. The City shall maintain custody of any and all evidence collected on any case in which a defendant is arrested and booked into custody at the Newton County Jail. The Newton County Jail shall maintain all personal property of each City inmate booked into

- custody at the jail. This personal property shall be returned to the City inmate upon the inmate's release from custody.
9. The parties agree that City Inmates will be covered under the County's Insurance policy/Risk Management to the same extent as County inmates for all periods of time wherein any such City inmate is housed at the Newton County Jail and under the control of the Sheriff's Office. Otherwise, the Parties hereto agree that the City Police Department officers shall be insured under City purchased liability insurance and that the Sheriff and all officers and jailers of the Sheriff shall be insured under County-purchased liability insurance. Nothing in this Agreement is intended or should be construed as suggesting that the Sheriff and the City Police Department are engaged in a joint undertaking for law enforcement functions, generally, and that this Agreement is limited to the housing of City inmates in the Newton County Jail.
 10. To the fullest extent permitted by law, the City agrees to defend, indemnify and hold the County, the Sheriff, and their agents and employees harmless against any claim(s) (including but not limited to, challenges, contests etc.) losses or expenses (including but not limited to, attorney fees and court fees) arising out of the performance (negligent or otherwise) or failure to perform the services provided by this Agreement, except claims alleging the intentional or willful acts of the Sheriff or of the Sheriff's agents or employees. All legal services and defenses of litigation required by the Sheriff or one acting on behalf of the Sheriff arising pursuant to this contract must be furnished by the City Attorney at the City's expense (except claims alleging the intentional or willful acts of agents or employees of the Sheriff). Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Sheriff shall have authority to engage his attorney at the expense of the City. All requests for legal assistance by the Sheriff from the City Attorney to provide such services shall be communicated in writing. However, the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Sheriff shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.
 11. The term of this Agreement shall be for ten years beginning on the Effective Date provided above. Any party may terminate their obligations under this Agreement with at least sixty (60) days written notice to the remaining parties. Written notice required by this Agreement, shall be sent to the Chairman of the Board of Commissioners on behalf of the County and to the Mayor on behalf of the City. In the event of termination by either party, all payments owed to the County (prorated as of the date of termination) shall survive termination.
 12. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia, and said laws shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Newton County.
 13. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect

as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

14. The parties hereto shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations concerning the subject matter of this Agreement.
15. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
16. The parties hereto agree to submit any controversy arising under this Agreement to mediation for a resolution. In the event the parties cannot agree on a mediator, the mediator will be selected by the Senior Judge of the Newton County Superior Court. The cost of mediation shall be borne equally by the parties.
17. No party hereto may assign any function or obligation undertaken by such party without the written approval of the other parties.
18. This Agreement shall be binding upon the parties and their successor and assigns for the full period of the term.
19. This Agreement constitutes the sole and final agreement between the parties relating to the subject of this agreement and all prior or contemporaneous agreements are merged into this agreement and succeeded by it.
20. Except as expressly limited by the terms of this Agreement, all rights hereunder are in addition to and do not limit those provided at law or in equity. No failure of a party to exercise any power hereunder, or to insist on strict compliance by the other party with its obligations, and no custom or practice of the parties at variance with the terms hereof, shall be a waiver of a party's right to demand exact compliance herewith.
21. The parties intend that the relation between them is that of principal-independent contractor. No agent, employee, or servant of Sheriff shall be or shall be deemed to be the employee, agent or servant of City. City is interested only in the results obtained under this Agreement. The manner and means of overseeing the work are under the sole control of Sheriff. None of the benefits provided by City to its employees are available from City to Sheriff or its employees, agents or servants. Except for the Indemnification, Sheriff will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. The parties agree that nothing herein changes the independent contractor nature of the relationship between the parties.
22. Each provision shall be construed as though all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party shall not apply.

23. The parties shall, at the request of the other, make, sign and deliver all documents and do or cause to be done all such things that any party may reasonably require under this agreement.
24. The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf. Each party represents and warrants to the other that (a) it has full capacity and authority to enter into this; (b) the person executing this on its behalf has full authority to do so; and (c) this constitutes an obligation which is valid and legally binding against it and which is enforceable against it in accordance with its terms.
25. A scanned or facsimile signature shall be treated the same as an original signature and any party may rely upon a scanned or facsimile signature of the party upon this. This may be executed in any number of counterparts, and all counterparts shall be considered together as one. The Parties understand and agree to the terms of this and their authorized officers have signed below.
26. In entering into this, the Parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, or have been advised that they are free to seek the advice of an attorney of their choice and that the terms of this have been read and are fully understood and voluntarily accepted by the Parties.

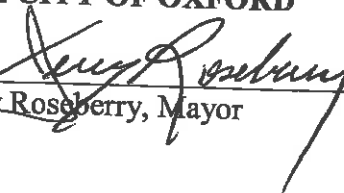
IN WITNESS WHEREOF, the parties hereto have caused their respective officers have caused this Agreement to be executed in their respective names and set their hands and to affix the respective seals of the parties the day and year first written above.

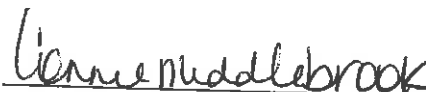
NEWTON COUNTY

By: _____
 Marcello Banes, Chairman

Attest: _____
 Jackie Smith, County Clerk

THE CITY OF OXFORD

By: 
 Jerry Roseberry, Mayor

Attest: 
 Connie Middlebrooks, City Clerk

SHERIFF EZELL BROWN

By: _____
 Sheriff Ezell Brown

Attest: _____