



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, NOVEMBER 20, 2017 – 6:00PM  
CITY HALL**

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

**OTHERS PRESENT:** Matt Pepper, Assistant City Manager; Dave Harvey, Chief; Lauran Willis, City Clerk; Jody Reid, Utility Superintendent; Hoyt & LaTrelle Oliver, Kendra Mayfield, Teresa & Darryl Welch, Robert Bayless, Louise Eady, Peggy Madden, Juanita Carson, Cheryl Ready, Terry Smith, Jeff Wearing, Officer Daniel Ward.

Agenda – Attachment A

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

**Mayors Announcements:**

Mayor Roseberry presented a letter to Chief Harvey and the police department from Rust Chapel Church thanking them for helping with their Fall Festival.

Roseberry presented an article from the Covington News by Darryl Welch “Does Low pay affect safety?”

**Parking on Pierce and Whatcoat Streets**

Item was tabled.

**Emory Street Sewer Project**

Assistant City Manager Matt Pepper presented a map and discussed the layout of the sewer line project rerouting around the Jackson property. Matt will inform Mr. Jackson of council’s decision to decline his proposal. Attachment B

**Police Department**

Assistant City Manager Matt Pepper presented a memo and research from Chief Harvey for discussion of departmental changes within the police department. Mayor Roseberry proposed we cut back to 3 officers and transfer those salaries to increase those on force. Councilmember Holt will work with Matt and Lauran to work out the details. This item will be put on the December meeting. Attachment C

**Joint Meeting with the Downtown Development Authority**

Mayor Roseberry said we will expect 2017 Census documents sometime in February or March. We need to have a joint meeting with the DDA to discuss future development in order to identify and assign addresses for all potential properties to be included on the census.

Assistant City Manager Matt Pepper will coordinate a joint meeting with the DDA and Council.

#### **Planning Commission**

Mayor Roseberry said we have some vacancies on the Planning Commission. This item was moved to the executive session for further discussion.

#### **Moore Street Sidewalk Project**

Assistant City Manager Matt Pepper presented discussion on moving the sidewalk to the south side of Moore Street. Matt will consult with the city engineer to obtain various options and cost. Attachment D

#### **Code Enforcement Contractor**

Mayor Roseberry said we have discussed in previous meetings the possibility of contracting out the city's code enforcement services. Matt Pepper presented a workup of cost figures and his discussion with the city managers for Social Circle and Newborn regarding their code enforcement contracts. Eady asked Matt to obtain at least one more proposal. Mayor Roseberry said we will vote on this at the December meeting. Attachment E

#### **Weight Limit Signage**

At the request of Councilmember Windham, Chief Harvey presented research regarding streets where the weight limit signs are missing and some where signs are on the left and not on the right. Chief Harvey will work on getting signs placed where needed and at the proper distance from the intersections where they are visible. Attachment F

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

After discussion all council were in favor of keeping the Honorary Councilmember program. Roseberry suggested we do away with the lunch and keep the department orientations. Eady said we need to find a way to follow up and engage the honorary councilmembers and said we need to engage the College students as they are a vital part of the community.

#### **Latham Home Sanitation, Inc. Contract**

Assistant City Manager Matt Pepper presented a notice from Latham Home Sanitation informing the council they will be increasing their monthly rates. After discussion of other concerns it was determined that we need to put the Sanitation service out for bid. Matt will work on the bid proposals for council to approve and present at the December work session. Attachment G

#### **MEAG Power Sale of Excess Reserve**

Mayor Roseberry said we have received the letter agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), between the City of Sandersville, Georgia and the City of Oxford. Roseberry asked for a motion to authorize MEAG to purchase the Sale Amount of Excess Reserve Capacity by Oxford at \$2.00 per kW-year (the "Contract Price"). Attachment H

**Motion by Ready, seconded by Baker to authorize Mayor to sign agreement to purchase the Sale amount of excess reserve capacity by Oxford at \$2:00 per kW-year. Motion Passed 7/0.**

#### **Executive Session**

**Motion by Eady, seconded by Ready to go into Executive at 7:07 pm. Motion passed 7/0.**

Old Business:

Council discussed Real Estate matters.

New Business:

Council discussed Personnel matters.

**Motion by Ready, seconded by Eady to leave Executive Session at 7:35 pm. Motion passed 7/0.**

There being no further business.

**Motion by Ready, seconded by Davis to adjourn at 7:35 pm. Motion passed 7/0.**

Respectfully Submitted;



Lauran Willis, CMC/FOA

City Clerk

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1. **Mayor's Announcements**
2. **Parking on Pierce and Whatcoat Streets** – Councilmember Eady requests that Council discuss parking on Pierce and Whatcoat Streets.
3. **\* Emory Street Sewer Project** – We will discuss the proposal of an alternative sewer route to service five properties along Emory Street.
4. **\* Police Department** – We will discuss some potential departmental changes within the police department.
5. **Joint Meeting with the Downtown Development Authority** – We will discuss organizing a joint meeting with the DDA to discuss how to best move forward with the development along E. Clark Street.
6. **Planning Commission** – We will discuss the procedure for appointing members to the Planning Commission.
7. **\* Moore Street Sidewalk Project** – We will discuss moving the sidewalk to the south side of Moore Street.
8. **\* Code Enforcement Contractor** – We will discuss contracting out the city's code enforcement services.
9. **Weight Limit Signage** – We will discuss the city's ordinances regarding weight limit signage.
10. **Honorary Councilmember of the Month Program** – We will discuss changes to the Honorary Councilmember program.
11. **\* Latham Home Sanitation, Inc. Contract** – We will discuss the city's sanitation contract with Latham Home Sanitation, Inc.
12. **MEAG Power Sale of Excess Reserve.** – We will discuss the MEAG power sale of reserve on behalf of Sandersville.
13. **Executive Session** – for personnel matters and real estate matters.

**\*Attachments**

Reminder: City Hall will be closed November 23 and 24 for Thanksgiving Holidays.

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## Memo

**To:** City Council  
**From:** Matthew Pepper, Assistant City Manager  
**Date:** Friday, November 17, 2017  
**Re:** N. Emory Street Sewer Project Reroute

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After speaking with Robert Jordan regarding a possible reroute of the sewer line along Emory Street, I have learned the following information:

### The Sewer Reroute Design:

- As depicted in the drawings, the new sewer line (green line) would connect to a new outfall on E. Bonnell Street. The new line would add about 300 feet of line, but we would eliminate about 400 feet of line (pink line).
- In addition, the new drawings would add a highway bore to E. Bonnell Street, but we would eliminate the bore underneath Moore Street.
- The new line would be much deeper (good for eliminating utility conflicts, but costlier to build). Robert estimates a slight cost increase to construct the new line.
- We anticipate that this reroute will not require any new easements.
- Lastly, this option is completely independent of the original design, so we could choose to proceed with the original design north of Moore Street, and do this as a "Phase 2".

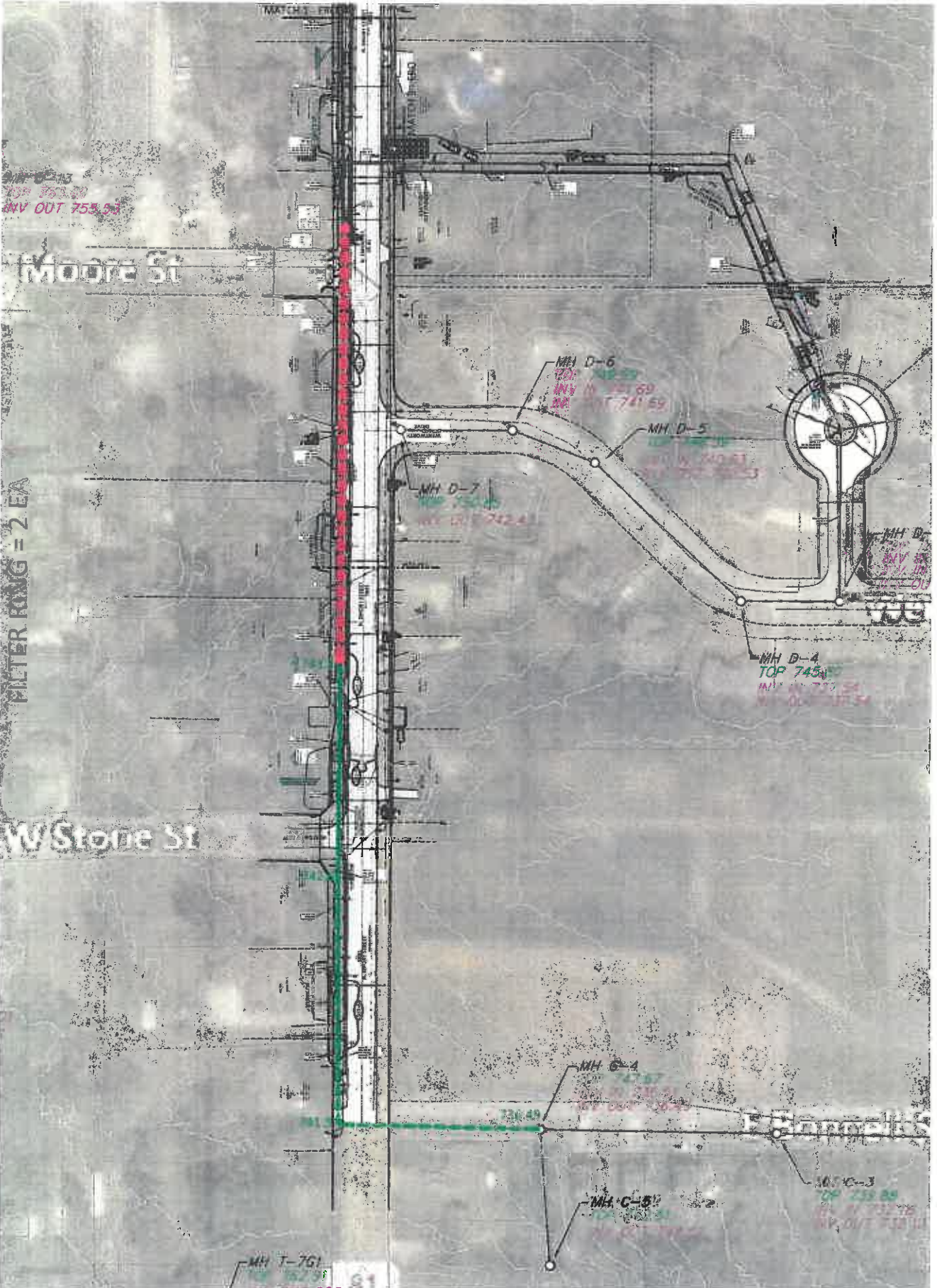
### Permitting for the New Route:

- NCWSA: Robert will send them a modified version of the plans and explain the changes.
- EPD/erosion: the new plan and current plan are rather similar so we do not anticipate that we will need to resubmit for this EPD permit.
- EPD/sewer: Robert will check with the original reviewer, but we are confident that we will get approval for the slightly modified plan.
- GDOT No-Conflict Letter: we will send a new letter to reflect the changes to the N. Emory Street Sewer Project.
- GDOT Georgia Utility Permitting System (GUPS): we will need to resubmit a new utility permit to GUPS.

- GDOT Sidewalk project conflict: a slight portion (maybe 50'?) of the sidewalk project will be impacted on the south end, but a couple of hundred feet of prior conflict will go away south of Moore Street.

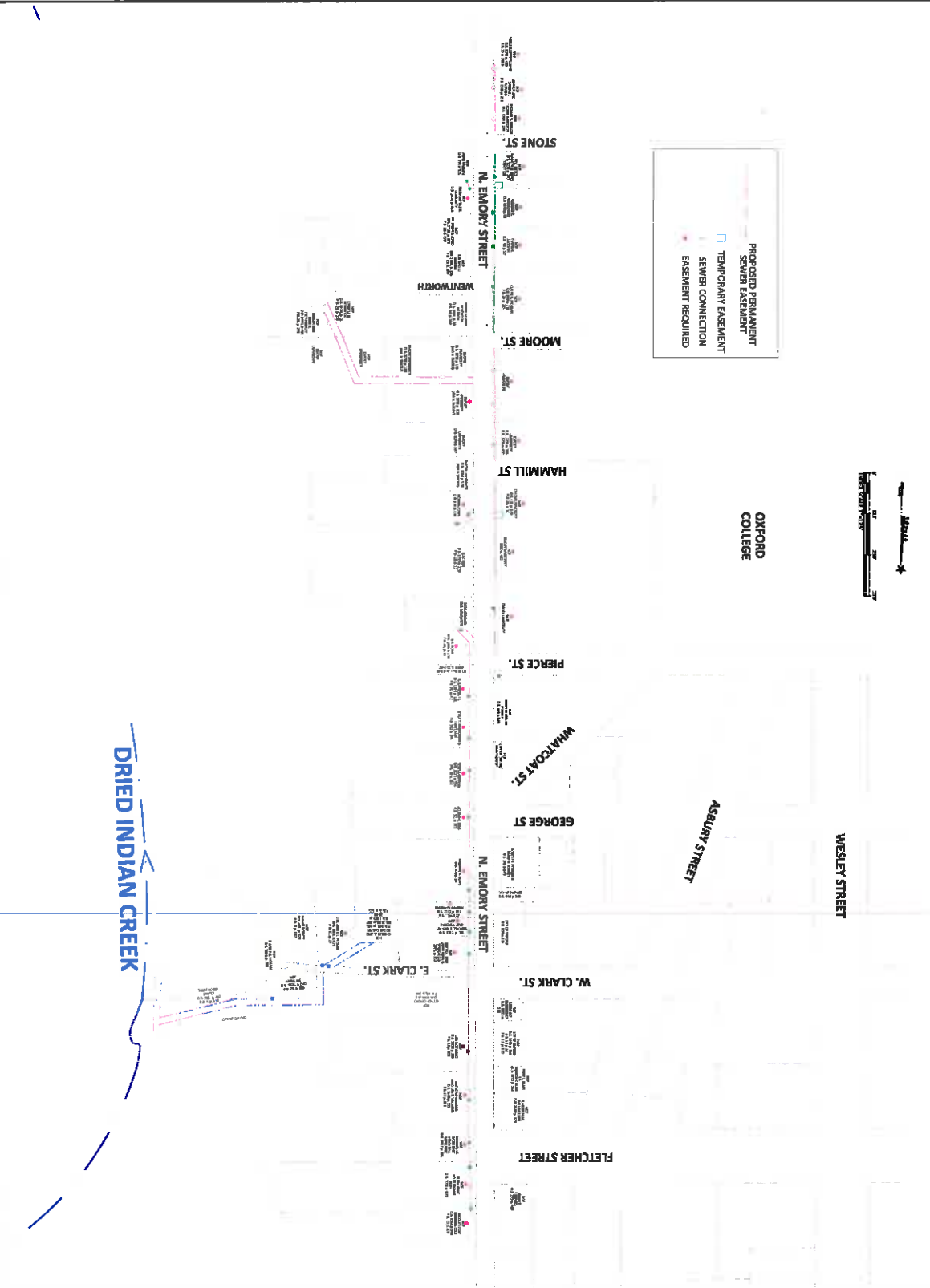
If we go with this new connection and update, it only makes sense to have the contractors cost it as a separate item (like E. Clark Street) in case the project comes in over budget. So if we get the new survey data, update the plans, get updated approvals, and put it out to bid, there would be a main bid, an E. Clark add alternate, and an E. Bonnell add alternate.







DATE PLOTTED: 11/14/2014 10:58:10 AM



Rev	Revision Description	Date
0	Initial Issue	11/17/14
1	Revised to show final easement	11/17/14
2	Revised to show final easement	11/17/14
3	Revised to show final easement	11/17/14

City of Oxford  
Newton County, Georgia

N. EMORY SEWER  
EXPANSION  
EASEMENT EXHIBIT



**JORDAN**  
ENGINEERS & ARCHITECTS  
1425 PARKWAY DR. SUITE 100  
FLEXINGTON, GA 30501  
404.775.1111

EX1

*Chief W. D. Harvey  
110 W. Clark St.  
Oxford, GA 30054*



## **Memorandum**

November 1, 2017

**To:** Mayor Roseberry, Matt Pepper City Manager

**From:** Chief WD Harvey

**Subject:** 3-Officer Schedule

Attached is a sample of a schedule plan with three officers. We would have coverage from 0800 hours to 2400 hours every day except Saturday and Sunday. The coverage on these two days would be from 1000 to 2200 hours. This would be two hours less in the morning and two hours less in the evening. Looking at the previous activity on these nights, I do not anticipate a large increase in the number of calls the county would have to answer compared to having a four-officer schedule.

The advantages of having a four-officer department are:

- (1) Having more overlapping shifts in which there are two officers working together rather than one. With the decrease in county deputies, it has been good to have two officers with our department working together.
- (2) Better coverage when officers are on leave (vacation, holidays, training, etc)
- (3) More help during special events (July 4<sup>th</sup> parade, scare on the square, etc.)
- (4) Increase productivity

A three-officer department also has its advantages regarding cost efficiency such as salaries, insurance coverage, less vehicles, equipment, and uniforms.

I can start the three-officer schedule as soon as a third officer is hired and we can see how it works. I would have the officer working an overlapping shift on Thursdays and Fridays covering some days and evenings. Weekends would rotate every three months for the Lieutenant and the third officer as an added benefit.

I would request that we maintain the vehicles and equipment in case we decide to stay with a four-officer department when discussing our next fiscal year budget.

## OXFORD POLICE MONTHLY WORK SCHEDULE

**MONTH/YEAR:** DECEMBER 2017

**LAST REVISED:** 10/31/2017

DATE	DAY	Harvey #601	Novak #602	#603	
1	FR	0800-1700	1600-2400	1400-2200	
2	SA	OFF	OFF	1000-2200	
3	SU	OFF	OFF	1000-2200	
4	MO	0800-1700	1600-2400	OFF	
5	TU	0800-1700	1600-2400	OFF	
6	WE	0800-1700	1600-2400	OFF	
7	TH	0800-1700	1600-2400	1400-2200	
8	FR	0800-1700	1600-2400	1400-2200	
9	SA	OFF	OFF	1000-2200	
10	SU	OFF	OFF	1000-2200	
11	MO	0800-1700	1600-2400	OFF	
12	TU	0800-1700	1600-2400	OFF	
13	WE	0800-1700	1600-2400	OFF	
14	TH	0800-1700	1600-2400	1400-2200	
15	FR	0800-1700	1600-2400	1400-2200	
16	SA	OFF	OFF	1000-2200	
17	SU	OFF	OFF	1000-2200	
18	MO	0800-1700	1600-2400	OFF	
19	TU	0800-1700	1600-2400	OFF	
20	WE	0800-1700	1600-2400	OFF	
21	TH	0800-1700	1600-2400	1400-2200	
22	FR	0800-1700	1600-2400	1400-2200	
23	SA	OFF	OFF	1000-2200	
24	SU	OFF	OFF	1000-2200	
25	MO	HOL	1600-2400	OFF	
26	TU	0800-1700	1600-2400	OFF	
27	WE	0800-1700	1600-2400	OFF	
28	TH	0800-1700	1600-2400	1600-2400	
29	FR	0800-1700	1600-2400	1400-2200	
30	SA	OFF	OFF	1000-2200	
31	SU	OFF	OFF	1000-2200	

**COURT 0930 HRS.**

**NOTES:**



# Oxford Police Department

# Patrol Officer (Current)

Jurisdiction	2015 Population	Minimum entry-level wage	Maximum Wage	Number of scheduled hours	Number of full-time employees
Covington	13,916	\$15.25	\$25.26	43	37
Social Circle	4,383	\$15.70	\$23.79	42	7
Newton County	82,774	\$15.78	\$17.25	43	110
Porterdale	1,483	\$16.06	\$17.56	42.25	8
Oxford	2,197	\$16.09	\$16.99	40	2
Emory PD	See Oxford	\$16.22	\$23.22	42	7

# Patrol Officer (Proposed)

Jurisdiction	2015 Population	Minimum entry-level wage	Maximum Wage	Number of scheduled hours	Number of full-time employees
Covington	13,916	\$15.25	\$25.26	43	37
Social Circle	4,383	\$15.70	\$23.79	42	7
Newton County	82,774	\$15.78	\$17.25	43	110
Porterdale	1,483	\$16.06	\$17.56	42.25	8
Emory PD	See Oxford	\$16.22	\$23.22	42	7
Oxford	2,197	\$19.23	\$19.71	40	2

# Lieutenant (Current)

Jurisdiction	2015 Population	Minimum entry-level wage	Maximum Wage	Number of scheduled hours	Number of full-time employees
Oxford	2,197	\$16.91	\$19.22	40	1
Covington	13,916	\$21.64	\$32.74	43	6
Newton County	82,774	\$22.19	\$33.29	43	4
Social Circle	4,383	\$23.31	\$35.32	42	1
Emory PD	See Oxford	\$25.77	\$43.22	42	1
Porterdale	NOT COMPARABLE POSITION AVAILABLE IN DEPARTMENT				



# Lieutenant (Proposed)

Jurisdiction	2015 Population	Minimum entry-level wage	Maximum Wage	Number of scheduled hours	Number of full-time employees
Covington	13,916	\$21.64	\$32.74	43	6
Oxford	2,197	\$21.75	\$22.30	40	1
Newton County	82,774	\$22.19	\$33.29	43	4
Social Circle	4,383	\$23.31	\$35.32	42	1
Emory PD	See Oxford	\$25.77	\$43.22	42	1
Porterdale	NOT COMPARABLE POSITION AVAILABLE IN DEPARTMENT				

<b>Position</b>	<b>FY2018 Budget</b>	<b>Proposed Change</b>	<b>Difference</b>	<b>% Change</b>
Police Chief	\$47,729.53	\$47,729.53	\$0.00	0%
Lieutenant	\$39,016.51	\$45,240.00	\$6,223.49	16.0%
Patrol Officer	\$37,136.48	\$39,998.40	\$2,861.92	7.7%
Patrol Officer	\$35,347.03	\$0.00	-\$35,347.03	-100.0%
<b>Salary Subtotal</b>	<b>\$161,219.92</b>	<b>\$132,967.93</b>	<b>-\$28,251.99</b>	<b>-17.5%</b>
Overtime	\$10,000.00	\$6,666.67	-\$3,333.33	-33.3%
Group Insurance	\$38,073.00	\$18,488.00	-\$19,585.00	-51.4%
Social Security (FICA)	\$13,098.00	\$10,844.60	-\$2,253.40	-17.2%
Retirement (401k)	\$8,600.00	\$7,150.58	-\$1,449.42	-16.9%
Workers' Compensation	\$7,500.00	\$6,258.92	-\$1,241.08	-16.5%
<b>Benefits Subtotal</b>	<b>\$77,271.00</b>	<b>\$43,149.85</b>	<b>-\$34,121.15</b>	<b>-44.2%</b>
<b>Grand Total</b>	<b>\$238,490.92</b>	<b>\$176,117.78</b>	<b>-\$62,373.14</b>	<b>-26.2%</b>

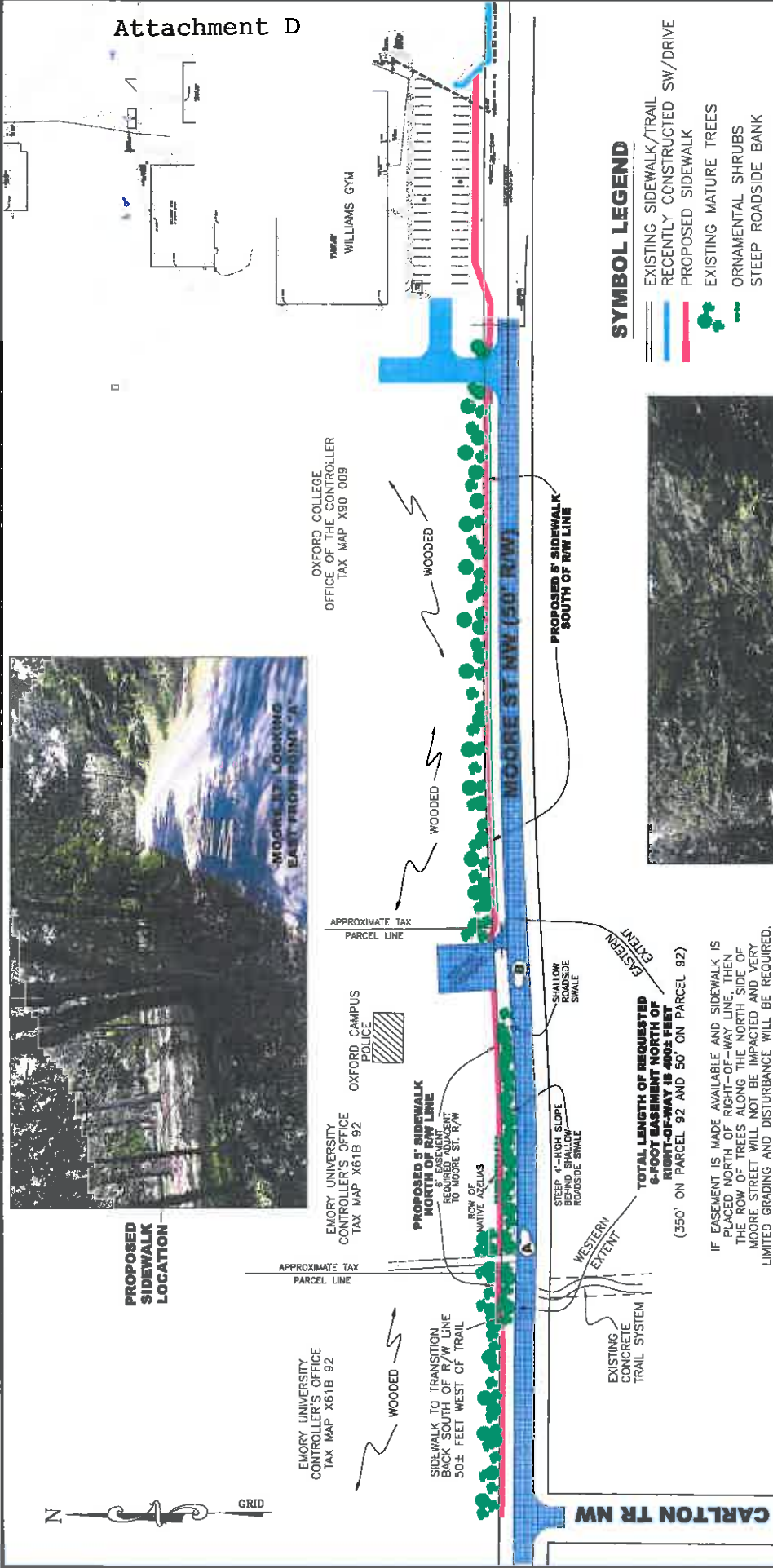
# Position Breakdown

## Patrol Officer

Exp.	Grade	Salary	Overtime	Heal. Ins.	Disability	Soc. Sec.	Ret.	Total
<5	17F	\$39,998.40	\$3,333.34	\$8,403.34	\$507.00	\$3,314.88	\$2,399.90	\$57,956.86
>5	17G	\$40,996.80	\$3,333.34	\$8,403.34	\$519.69	\$3,391.26	\$2,459.81	\$59,104.23

## Lieutenant

Exp.	Grade	Salary	Overtime	Heal. Ins.	Disability	Soc. Sec.	Ret.	Total
<5	18I	\$45,240.00	\$3,333.34	\$8,403.34	\$573.48	\$3,715.86	\$2,714.40	\$63,980.42
>5	18J	\$46,378.37	\$3,333.34	\$8,403.34	\$587.98	\$3,802.95	\$2,782.70	\$65,288.67



**SYMBOL LEGEND**

- EXISTING SIDEWALK/TRAIL
- RECENTLY CONSTRUCTED SW/DRIVE
- PROPOSED SIDEWALK
- EXISTING MATURE TREES
- ORNAMENTAL SHRUBS
- STEEP ROADSIDE BANK



**TOTAL LENGTH OF REQUESTED 6-FOOT EASEMENT NORTH OF RIGHT-OF-WAY IS 400± FEET (350' ON PARCEL 92 AND 50' ON PARCEL 92)**

IF EASEMENT IS MADE AVAILABLE AND SIDEWALK IS PLACED NORTH OF RIGHT-OF-WAY LINE THEN THE ROW OF TREES ALONG THE NORTH SIDE OF MOORE STREET WILL NOT BE IMPACTED AND VERY LIMITED GRADING AND DISTURBANCE WILL BE REQUIRED.

**MOORE STREET SIDEWALK CONCEPT**  
 OXFORD, GEORGIA

SCALE 1" = 100'

AUGUST 14, 2014

**JORDAN ENGINEERING**

144 N. WARREN ST. MONTICELLO, GA 31004  
 (706) 466-9999 www.jordan-eng.com

Engineering • Surveying • Soils Classification

REFERENCES:  
 DEED RECORD: D.B. 488, p. 358; D.B. 343, p. 249  
 DEED RECORD: P.B. 12, p. 154; P.B. 17, p. 96  
 THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 235,844 FEET.

FIELD DATA WAS COLLECTED USING A TOPCON GPT2003W ELECTRONIC TOTAL STATION AND A CHAMPION TWO DUAL-FREQUENCY RTK GLOBAL POSITIONING SYSTEM RECEIVER REFERRING TO THE GPS STATEWIDE NETWORK AND HAVING A RELATIVE POSITIONAL ACCURACY OF LESS THAN 0.04 FEET.

FIELD SURVEY COMPLETED IN APRIL 2016.

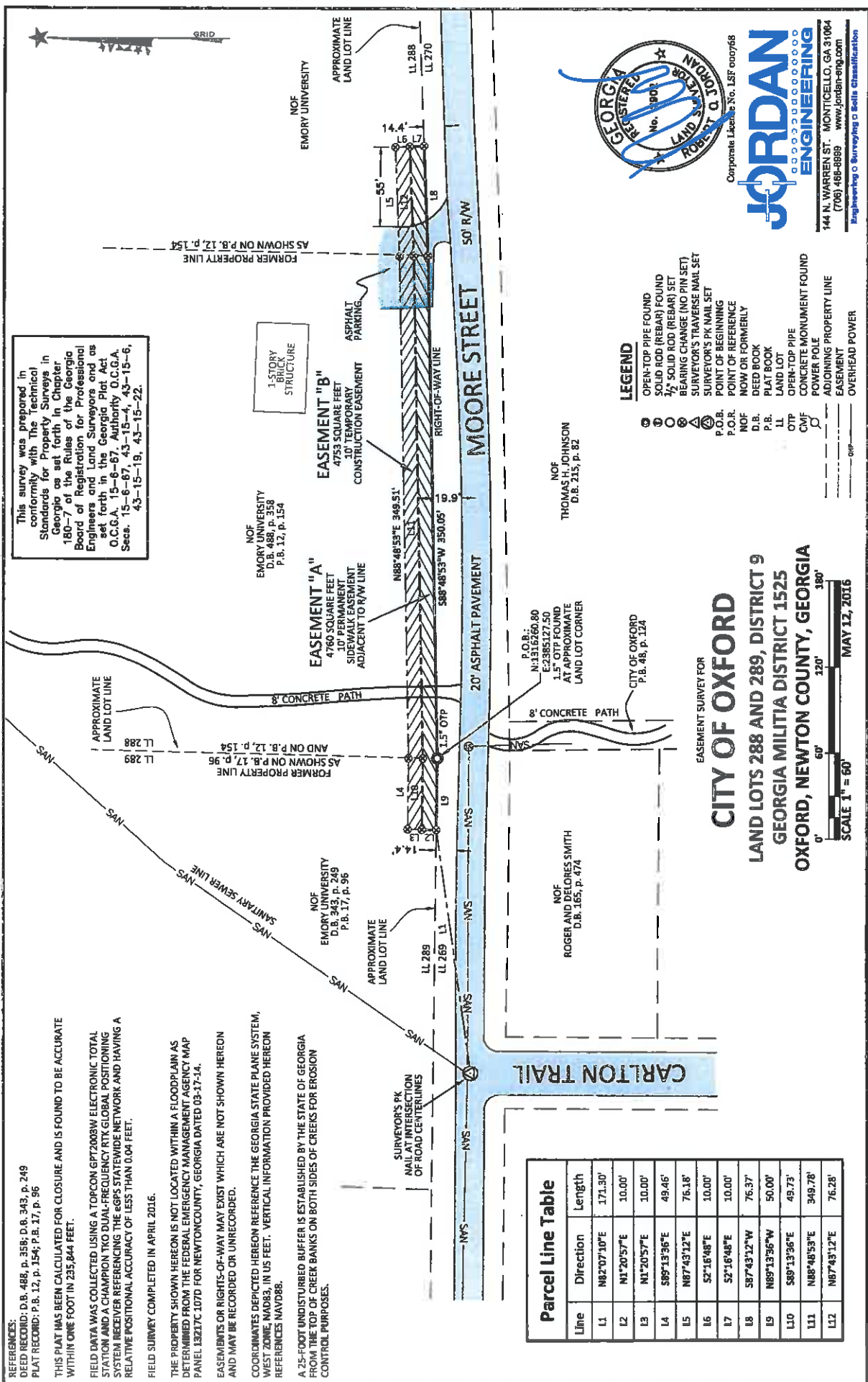
THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A FLOODPLAIN AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL 13217C-107D FOR NEWTON COUNTY, GEORGIA DATED 03-17-14.

EASEMENTS OR RIGHTS-OF-WAY MAY EXIST WHICH ARE NOT SHOWN HEREON AND MAY BE RECORDED OR UNRECORDED.

COORDINATES DEPICTED HEREON REFERENCE THE GEORGIA STATE PLANE SYSTEM, WEST ZONE, NAD83, IN US FEET. VERTICAL INFORMATION PROVIDED HEREON REFERENCE NAVD83.

A 25-FOOT UNDISTURBED BUFFER IS ESTABLISHED BY THE STATE OF GEORGIA FROM THE TOP OF CREEK BANKS ON BOTH SIDES OF CREEKS FOR EROSION CONTROL PURPOSES.

This survey was prepared in conformity with the Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.



**Parcel Line Table**

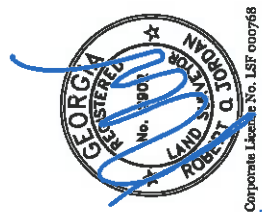
Line	Direction	Length
L1	N82°07'10"E	171.30'
L2	N1°20'57"E	10.00'
L3	N1°20'57"E	10.00'
L4	S89°13'36"E	49.46'
L5	N87°43'12"E	76.18'
L6	S2°16'48"E	10.00'
L7	S2°16'48"E	10.00'
L8	S87°43'12"W	76.37'
L9	N89°13'36"W	50.00'
L10	S89°13'36"E	49.73'
L11	N88°48'55"E	349.78'
L12	N87°43'12"E	76.28'

- LEGEND**
- OPEN-TOP PIPE FOUND
  - SOLID ROD (REBAR) FOUND
  - 3/4" SOLID ROD (REBAR) SET
  - BEARING CHANGE (NO PIN SET)
  - SURVEYOR'S TRANSVERSE NAIL SET
  - SURVEYOR'S PK NAIL SET
  - POINT OF BEGINNING
  - P.O.B.
  - P.O.R.
  - NOW OR FORMERLY
  - DEED BOOK
  - PLAT BOOK
  - LAND LOT
  - OPEN-TOP PIPE
  - CONCRETE MONUMENT FOUND
  - POWER POLE
  - ADJOINING PROPERTY LINE
  - EASEMENT
  - OVERHEAD POWER

**CITY OF OXFORD**  
 EASEMENT SURVEY FOR  
**LAND LOTS 288 AND 289, DISTRICT 9**  
**GEORGIA MILITIA DISTRICT 1525**  
**OXFORD, NEWTON COUNTY, GEORGIA**

SCALE 1" = 60'  
 0' 60' 120' 180'

MAY 12, 2016



**JORDAN ENGINEERING**  
 Corporate License No. LSP 000768  
 144 N. WARREN ST. MONTICELLO, GA 31064  
 (706) 466-8889 www.jordan-eng.com  
 Engineering & Surveying & Soils Classification



## Memo

**To:** City Council  
**From:** Matthew Pepper, Assistant City Manager  
**Date:** Friday, November 17, 2017  
**Re:** Code Enforcement Contractor

I spoke with Adele Schirmer and Elisa Rowe, the city managers for Social Circle and Newborn, regarding their code enforcement contract with Bureau Veritas. From our conversations, I learned the following information:

- Bureau Veritas provides an array of services, however Social Circle uses them only for building inspections and code enforcement. In addition, Newborn only uses their code enforcement services.
- Both cities entered into a month-to-month contract with Bureau Veritas. Per the contract, the cities pay by the hour, not a flat monthly fee.
- The contract is for one code enforcement officer. The cities work on a complaint-basis (hence the hourly rate).
- Social Circle budgets approximately \$3,000 a month for the code enforcement and building inspection services. For FY2018, Newborn budgeted \$1,600.
- The code enforcement contractor writes a detailed report for each complaint. The report cites the current conditions of the property, as well as any code violations. (Please see the attachment entitled Summary of Inspection Report).

Fiscal Year	Zoning Citations	Total Citations	Average
2014	27	479	5.6%
2015	28	344	8.1%
2016	36	752	4.8%
2017	21	470	4.5%
2018	6	112	5.4%
<b>Totals</b>	118	2157	5.5%

Since FY2014, the city has written 118 zoning citations. Zoning citations account for about 5% of the total citations. If Council is interested in exploring the issue further, I advise that we invite Bureau Veritas to make a presentation at the December Work Session.



**SUMMARY OF INSPECTION  
RESULTS FOR**

**[REDACTED]**  
**Newborn, GA**





[REDACTED]

At 9:15am on August 12, 2017 a property maintenance inspection was performed at [REDACTED], Newborn, GA. Those in attendance were Hal Chitwood with Bureau Veritas and Mayor Gregg Ellwanger with the Tow of Newborn. The structure was secured from entry; therefore this report will be limited to the exterior conditions of the subject property.

The structure is approximately 75-100 years old and has in recent years served as a dwelling. The structure is in fair condition; however it remains in a state of disrepair. There are several noticeable deficiencies with the exterior including a broken window in the upper level, deterioration of various rake boards and siding, and a portion of the porch roof has collapsed. The foundation appears to be in good condition with no evidence of soil erosion or standing water. Windows and doors have been boarded over to secure the structure from illegal entry. The roof covering shows evidence of age and deterioration. Moss covers the concrete stairs creating a slip hazard.

The property is overgrown. Shrubbery at the structure has overtaken the porch at the front and the rear. Grass has grown to a height exceeding 12 inches. There is an abandoned unregistered vehicle on the property. There is an accessory structure on the property that that is also in fair condition. It has been secured from entry.

Although every effort was made to locate any and all violations, I can only confirm those items seen with the limited access provided. No oversight on my part would constitute approval by the Town or an assumption that the existing conditions not mentioned in this report are considered acceptable.

### **Observations/Violations:**

***Town Ordinance 31-109; Junked Motor Vehicles***

***Town Ordinance 31-108; Abandonment of Motor Vehicles***

***Town Ordinance 32-110; Nuisances Unfit Buildings and Property***

***2012 Property Maintenance Code 302.1; Sanitation***

Exterior property and premises are maintained in a clean, safe and sanitary condition.

***2012 Property Maintenance Code 302.4; Weeds***

Grass and shrubbery is overgrown and requires maintenance.

***2012 Property Maintenance Code 302.5 Rodent Harborage***

Although there is no visible evidence from the exterior inspection, this structure is susceptible to rodent infestation.

It is my professional opinion that the conditions found at the subject property would be considered unsanitary and a health and safety hazard and would clearly violate the ordinances cited above. It is also my opinion that the conditions of the property would warrant action by the Town of Newborn to enforce the ordinances as they apply to those owning and maintaining a residence deemed a nuisance as described in the Ordinance (Section 33-101, 4).



Abandoned Vehicle



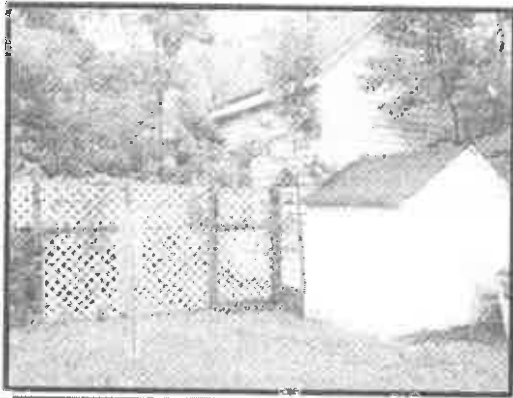
Unregistered Tag



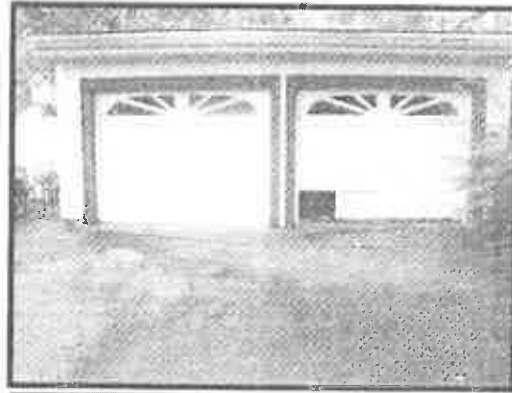
Overgrown Shrubberty Front



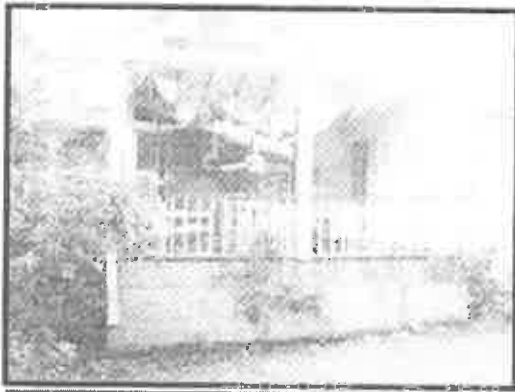
Overgrown Shrubberty Side



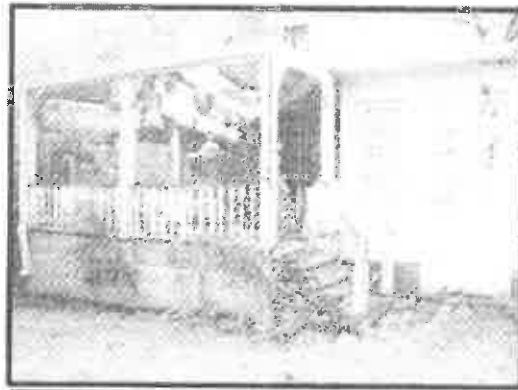
Accessory Structure



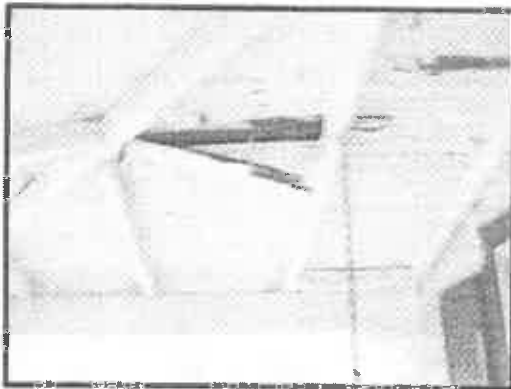
Attached Garage



Collapsed Porch Roof



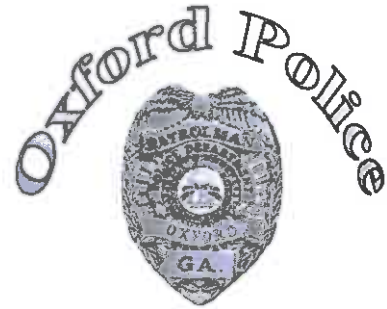
Collapsed Porch Roof



Structure Dilapidation



Structure Dilapidation



**Chief W. D. Harvey**  
**110 W. Clark St.**  
**Oxford, GA 30054**

## **Memorandum**

November 20, 2017

**To:** Matt Pepper, City Manager

**From:** Chief WD Harvey *WDH*

**Subject:** Weight Limit Signs

I understand we will be discussing weight limit signs in the work session. I drove through the city and did an inspection of the signs today after being called by one of the council members.

I found five streets that had no weight limit signs on them:

E. Watson Street

W. Soule Street

E. Clark Street

George Street (One is posted on Whatcoat Street)

Oxford north Road

W. Clark Street and Stone Street had signs posted at an angle on stop signs that could only be seen by northbound traffic.

Some streets had signs posted several feet away from the intersection to where a truck would not be able to see it until turning on the road. Others had signs posted very close to the main road to where it would be difficult for vehicles to see while turn from a certain direction.

I could not find any restrictions regarding where to place the signs, however, Federal guidelines on highways stated in one section that they should be visible enough to where the vehicle can detour or turn around.

Sec. 34-26. - Vehicle gross weight.

1. Code of Ordinances
  
2. PART II - CODE OF ORDINANCES
3. Chapter 34 - TRAFFIC AND VEHICLES
4. ARTICLE II. - TRAFFIC REGULATIONS
5. DIVISION 1. - GENERALLY

It shall be unlawful to operate for through traffic purposes any truck, wagon, or other commercial vehicle that exceeds 10,000 pounds gross vehicle weight (GVW) on any street

Sec. 34-25. - Trucks with over two axles.

1. Code of Ordinances
  
2. PART II - CODE OF ORDINANCES
3. Chapter 34 - TRAFFIC AND VEHICLES
4. ARTICLE II. - TRAFFIC REGULATIONS
5. DIVISION 1. - GENERALLY

Except for state highways, no street, avenue or alley within the City shall be used by trucks having over two axles, except for in-city deliveries.

**Latham  
Home Sanitation Co., Inc.**

P.O. Box 515 • Loganville, GA 30052 • 770-554-0455

1 November 2017

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

RE: Proposed Price Increase

Dear Honorable Mayor, City Council and City Manager,

Latham Home Sanitation is pleased to have been chosen as the exclusive curbside solid waste and recycling collection company for the City of Oxford since July 2012. As such, we have been able to hold our rates for five years, despite the challenges of the economy and the continuous rise in service expenses. Collection and transportation costs such as labor, fuel and insurance continue to soar. All recycling rebates disappeared with the collapse of the commodities market in 2014.

We can no longer avoid the inevitable price increase. Effective January 1, 2018, our new monthly rate for residential, once per week garbage and recycling collection will increase to \$10.95 per household. Our commercial rate will increase to \$14.95 per month for businesses utilizing residential containers.

This proposed rate increase is necessary to allow us to continue to provide the City of Oxford with our high-quality collection service. Despite this minor increase, we are confident the city will find our rates remain highly competitive.

If you have any questions or concerns, please do not hesitate to call.

Respectfully submitted,



Barbara Latham Jarvis  
President

*"Your Recycling Specialist"*

**NON PERSONAL SERVICES CONTRACT**  
Independent Contractor Agreement

This Agreement is made effective as of this date July 1, 2012, by and between the City of Oxford, 110 West Clark Street, Oxford, Georgia 30054, and Latham Home Sanitation. In this Agreement, the party who is contracting to receive the services shall be referred to as "the City of Oxford", and the party who will be providing the services shall be referred to as "Contractor" or "Service Provider".

The City of Oxford desires to have services provided by Contractor.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on July 1, 2012, Contractor will provide the following services (collectively, the "services"):

\_\_\_\_\_

solid waste pickup and recyclables pickup on a once a week basis as described in the attached RPF and Technical Proposal.

\_\_\_\_\_

2. **PAYMENT.** The City of Oxford will pay compensation to Contractor for the services based on: 567 residential and 13 commercial customers. Compensation shall be payable on a monthly invoice. Compensation shall be payable the first of the month following the month work. **NOTE: PLEASE FORWARD ALL INVOICES TO THE CITY OF OXFORD, GEORGIA AT THE ADDRESS BELOW:**

The City of Oxford, Georgia  
Oxford City Hall  
110 West Clark Street  
Oxford, GA 30054-2274

3. **WARRANTY.** The Contractor warrants to the City of Oxford that all work provided to the City of Oxford will meet all State and Federal laws, rules and regulations.



4. **RELATIONSHIP OF PARTIES.** Contractor is an independent contractor and neither Contractor, its Sub-Contractor(s) (if any) nor any of their agents are employees of the City of Oxford. Contractor is responsible for the direction and supervision of its employees and Sub-Contractors, and shall promptly remove from the worksite any personnel who are not adhering to the terms of this Agreement or other hazard on the worksite. The City of Oxford will not provide fringe benefits, including health insurance, paid vacation, overtime, or any other employee benefit for the benefit of Contractor. Contractor shall purchase and maintain insurance for claims under workers' or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to work itself, to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Sub-Contractor or anyone directly or indirectly employed by any of them. This insurance shall be written by a company or companies approved by the City of Oxford, and for not less than One Million Dollars, (\$1,000,000.00) of General Liability. Certificates of such insurance shall be filed with the City of Oxford prior to the commencement of the Work and upon the City of Oxford's request shall name same as an additional insured.

5. **INDEMNITY.** Contractor agrees to pay to the City of Oxford all costs and damages which same incurs and to hold the City of Oxford harmless from and indemnify the City of Oxford against any monetary loss as a result of Contractor's failure to comply with any environmental rules and regulations. Contractor agrees that any breach of this Agreement or any damages, losses, liabilities or expenses (including court costs and attorneys' fees) arising from any negligence or willful misconduct on the part of any Sub-Contractor of Contractor, or any employee or agent of Contractor or any Sub-Contractor shall be borne by the Contractor under this Contract.

6. **LIENS AND LIEN WAIVERS.** Contractor shall, if any lien be filed against the City of Oxford's property arising from the work under this Agreement, immediately cause such lien to be discharged of record by payment or bond. Contractor agrees to execute and have all Sub-Contractors and Suppliers execute "Interim Waiver and Release Upon Payment" and "Unconditional Waiver and Release Upon Final Payment", copies of which are attached hereto as exhibits.

7. **TERM/TERMINATION.** This Agreement shall be effective for a period of one (1) year, and shall automatically renew for successive terms of the same duration, unless the City of Oxford provides 30 days written notice to Contractor prior to the termination of the applicable initial term or renewal term. Any change in terms shall require 120 days written notice prior to June 30 of the year.

8. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia (excluding Choice of Law provisions). In performance of this Agreement, Contractor will comply with all requirements of applicable state

and local law, regulations and ordinances. Contractor also agrees to abide by all applicable rules and regulations of the City of Oxford.

9. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

10. **SEVERABILITY.** If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

City of Oxford

By:

Jerry Roseberry  
Jerry Roseberry, Mayor

Attest:

Lauran Willis  
Lauran Willis, City Clerk

Date:

6-18-12

Contractor:

LATHAM HOME SANITATION

By:

Ric Jarvis V.P.  
R. Jarvis, its \_\_\_\_\_

By:

\_\_\_\_\_, its \_\_\_\_\_

Date:

\_\_\_\_\_

The proposed monthly charges for the City of Oxford  
are:

Once per week residential collection with a 95 or 65 gallon roll-a-waste  
container

\$ 8.94 / per unit / per month

Price per each additional 95 or 65 gallon roll-a-waste container

\$ 5.00 / per container / per month

Once per week commercial collection with a 95 or 65 gallon roll-a-waste  
container

\$ 12.94 / per unit / per month

Price per each additional 95 or 65 gallon roll-a-waste commercial container

\$ 5.00 / per container / per month

Price for 18 gallon recycling tub or 35-50 gallon roll-a-waste recycling  
container

No Charge

Prices for each Bulk Item and White Goods collected curbside are

\$ 25.00 // per item

Please note commercial roll off boxes can be made available for commercial and residential construction, demolition, renovation, and community beautification projects. These dumpsters will be privately contracted and prices negotiated as economic and market conditions warrant.

Submitted By:

*Barbara Latham Jarvis*

Barbara Latham Jarvis  
President



October 13, 2017

City of Sandersville, Georgia  
Attn: Honorable James W. Andrews, Mayor  
141 W. Haynes Street  
Sandersville, GA 31082

City of Oxford, Georgia  
Attn: Honorable Jerry D. Roseberry, Mayor  
110 West Clark Street  
Oxford, GA 30054

**Re: MEAG Power Sale of Excess Reserve Capacity to the City of Oxford  
on Behalf of the City of Sandersville**

Dear Mayor Andrews and Mayor Roseberry:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), City of Sandersville, Georgia ("Sandersville"), and the City of Oxford, Georgia ("Oxford") for MEAG Power's sale on behalf of Sandersville of certain excess reserve capacity to Oxford pursuant to Section 312 of the Power Sales Contract between MEAG Power and Sandersville. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Sandersville and Oxford, it is understood and agreed that:

**(1) Sale of Excess Reserve Capacity by MEAG Power on Behalf of Sandersville.**

**(a)** Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Sandersville, Sandersville has declared capacity in the amount of 1,032 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Sandersville has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Oxford.

**(b)** This Sale Amount shall not reduce Sandersville's cost obligations under the Power Sales Contract and Sandersville shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Oxford for the Sale Amount pursuant to this Letter Agreement shall be credited to Sandersville's obligation to MEAG Power to pay for its Entitlement Share.

Municipal Electric Authority of Georgia  
1470 Riveredge Parkway NW  
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



(2) **Purchase of Excess Reserve Capacity by Oxford.** Oxford agrees to purchase the Sale Amount for a price of \$2.00 per kW-year (the "Contract Price"). MEAG Power shall bill Oxford for such amount and Oxford shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Oxford.

(3) **Costs.** Sandersville shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Sandersville to enable it to verify any such costs.

(4) **Indemnification.** Sandersville hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Sandersville's sale of excess reserve capacity pursuant to this Letter Agreement.

(5) **Term.** The initial term of the sale of Sandersville's excess reserve capacity to Oxford pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2018 and end at 2400 hours on December 31, 2018. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Sandersville's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

(6) **Termination and Unwind.** If MEAG Power changes its policy concerning the computation of necessary reserve capacity from a "budgeted coincident peaks" standard to an "actual peaks" standard and such policy change goes into effect during the Term of this Letter Agreement, Sandersville and Oxford shall be returned to their respective positions as if this Letter Agreement had not been entered into (e.g., Oxford shall receive a credit for amounts it paid pursuant to this Letter Agreement and Sandersville shall be billed for all such amounts). Subsequently, this Letter Agreement shall terminate, except that Sections (3) and (4) shall remain effective.

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of Sandersville and Oxford, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**

ATTEST:

By: \_\_\_\_\_  
James E. Fuller  
President and Chief Executive Officer

\_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia  
1470 Riveredge Parkway NW  
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



Agreed to and accepted, this 6<sup>th</sup> day  
of November, 2017.  
Month Year

**CITY OF SANDERSVILLE**

By: [Signature]

ATTEST:

Kamie Brown  
City Clerk

[SEAL]

Agreed to and accepted, this 20 day  
of November, 2017.  
Month Year

**CITY OF OXFORD**

By: [Signature]

ATTEST:

[Signature]  
City Clerk

[SEAL]

