



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, December 2, 2019 – 7:00 PM
CITY HALL**

PRESENT: Jerry D. Roseberry, Mayor; Council members: George Holt; Jim Windham; Mike Ready; Jeff Wearing, Avis Williams, Sarah Davis and Honorary Council Member Rachel Ding. Staff members present: City Manager Matt Pepper, City Clerk Marcia Brooks, Deputy City Clerk Stacey Mullen, Utility Superintendent Jody Reid, Police Chief Dave Harvey, City Attorney David Strickland.

OTHERS PRESENT: Laura Gafnea of Oxford College, Chris Madden, Mike McQuaide, Gwendolyn Green, and Art Vinson.

1. The meeting was called to order by the Hon. Jerry D. Roseberry, Mayor
2. Invocation was delivered by Avis Williams.
3. Pledge of Allegiance
4. Motion was made to accept the Agenda for December 2, 2019 – Wearing - Second - Williams, Approved unanimous 7/0. Attachment A
5. Mayor Roseberry presented a proclamation to Ms. Rachel Ding recognizing her as Oxford's Honorary Council Member for the month of December.
6. Consent Agenda - Approved unanimous 7/0. Attachment B
7. **Mayors Report**
 - a) The current issue of *Georgia Cities* has a full-page story about Asbury Park.
 - b) Earlier this year, the Oxford City Council approved establishment of Electric and Water/Sewer Capital accounts. The accounts have now been established and will be reflected on November's Cash on Hand report.
 - c) The Employee Appreciation Dinner is Thursday, December 12, 2019 at 7:00 p.m. in the Dean's Dining Room at Oxford Dining Hall.
 - d) Steve Horton, mayor-elect of the City of Covington, will replace Mayor Roseberry on the Northeast Georgia Regional Commission (NEGRC) representing the cities of Newton County.

- e) Current mayors and mayors-elect of Newton County have been invited to Oxford on Friday, December 6, 2019 to discuss some intergovernmental agreements and other matters.
- f) On Wednesday, December 11, 2019, Mayor Roseberry, Mayor-Elect Eady, Council Members Mike Ready and Jim Windham, and staff members Matt Pepper and Jody Reid will meet with representatives from Oxford College and MEAG to discuss possible solar electric projects. At the December work session, attendees will provide a report from the meeting, and the Oxford City Council will decide whether there is interest in pursuing a solar energy project. A response is due to MEAG by December 20, 2019.
- g) Leadership Newton County will be at Oxford on December 19, 2019, and Mayor Roseberry will make a presentation about the City Council.
- h) On December 20, 2019, the mayors and mayors-elect will meet with the Board of Commission Chairman, the School Superintendent, the Chamber of Commerce President and the Newton County Water and Sewer Authority Executive Director on some local matters.
- i) The Southern Advent performance is December 7, 2019 at 2:00 p.m.

8. Planning Commission Recommendations/Petitions

None

9. Citizen Concerns

None

10. Match for Community Development Block Grant (CDBG)

Matt Pepper recommended that for the upcoming CDBG application for the previously discussed water main replacement project, the city will pledge a 20% match (\$150,000). This money would only be spent if the grant is awarded to the City of Oxford.

Motion was made by Holt – Seconded – Windham to pledge a 20% match for the upcoming CDBG application, approved unanimous 7/0.

11. Preliminary Engineering Report (PER) for Water Main Replacement Project

The CDBG application being submitted for the water main replacement project requires inclusion of a PER. Matt Pepper recommended that the Oxford City Council approve hiring Carter & Sloope to complete the PER at a cost of \$6,000. If the grant is awarded, the Oxford City Council can consider hiring Carter & Sloope to manage the project's execution.

Motion was made by Ready – Seconded – Windham to hire Carter & Sloope to complete the PER, approved unanimous 7/0.

12. Resolution to Authorize Submission of Project to the Georgia Department of Transportation (GDOT) for the FY2020 Local Maintenance Improvement Grant (LMIG)

Appendix C

A proposed resolution was presented to the Oxford City Council by Matt Pepper designating Stone Street for repairs under the FY 2020 LMIG program. Mr. Windham asked if speed breaks could be installed on Stone Street as part of this project. Mr. Roseberry indicated the speed breaks would need to be discussed separately and should be brought up in the next work session. **Motion was made by Ready – Seconded –**

Windham to approve the resolution designating Stone Street for the FY2020 LMIG program, approved unanimous 7/0.

13. **Statewide Mutual Aid and Assistance Agreement** Appendix D
Newton County Emergency Management Agency requests that the Oxford City Council approve the renewal of the Statewide Mutual Aid and Assistance Agreement. The agreement is between the City of Oxford and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). In the event of a disaster, this agreement will allow the city to use state resources for repair and cleanup efforts. It renews every four years. **Motion was made by Windham – Seconded – Wearing – to approve the renewal of the Statewide Mutual Aid and Assistance Agreement, approved unanimous 7/0.**
14. **Appointment of Nominees for the Trees, Parks and Recreation Board**
Matt Pepper stated that the Trees, Parks and Recreation Board recommends Linda Allen, Robert Bayliss, Teresa Eady, Mike McQuaide, and Mike Rogers for membership on their board. **Motion was made by Wearing – Seconded Holt – to approve the recommendations of the Trees, Parks and Recreation Board, approved unanimous 6/0.**
15. **107 W. Clark Street Renovation Project**
Mr. Wearing reported that the *ad hoc* Yarbrough House Renovation Committee is still waiting for final drawings. He hopes they will be ready for the December work session.
16. **Whatcoat Street Project**
Mr. Ready reported that after the November 18, 2019 work session, they contacted Robert Jordan to request that the plans be amended to extend the parking spaces on Whatcoat Street to George Street, repeating the design used for parking in front of Allen Memorial United Methodist Church. The *ad hoc* committee is waiting for the revised plans.
17. **Invoice Approval**
Mr. Wearing inquired about the expiration date of the Bureau Veritas contract. Mr. Pepper advised the contract renews automatically on an annual basis in the summer. Mr. Roseberry asked Mr. Reid what is done to the water tank that costs about \$3,000 per month. Mr. Reid advised they inspect it quarterly, and they drain and clean it out once per year. Mr. Reid advised he would research this issue further. **Motion by Ready to approve October invoices - second Wearing, approved unanimous 7/0.**

Mr. Windham requested that replacement of the fence at the City of Oxford Maintenance Facility be added to the December work session agenda.

Motion to go into Executive Session at 7:24 pm – Ready – Second – Williams, approved unanimous 7/0.

Personnel policies for the City of Oxford were discussed.

There being no further business:

Motion to adjourn the Executive Session at 7:26 pm – Williams – second – Ready, approved unanimous 7/0.

Motion to approve the following appointments for the year 2020 was made by Windham – Second – Holt, approved unanimous 7/0.

C. David Strickland – City Attorney
Cheryl Freeman – Municipal Court Solicitor
Steve Hathorn – Municipal Court Judge
Dave Harvey – Chief of Police
Marcia Brooks – City Clerk

Motion to adjourn Regular Session at 7:29 pm – Williams – Second Wearing Approved unanimous 7/0.

Respectfully Submitted,



Marcia Brooks
City Clerk

**OXFORD MAYOR AND COUNCIL
REGULAR MEETING
MONDAY, DECEMBER 2, 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 December 2, 2019 Mayor and Council Regular Meeting.
5. Mayor and Council have appointed Rachel Ding as the Honorary Councilmember for December.
6. **CONSENT AGENDA**
 - a. * Minutes of the Regular Session November 4, 2019.
 - b. * Minutes of the Work Session November 18, 2019.
 - c. * Minutes of Planning Commission October 8, 2019.
 - d. * Minutes of Downtown Development Authority October 22, 2019.
7. Mayor's Report.
8. Planning Commission Recommendations/Petitions.
9. Citizen Concerns.
10. **Match for Community Development Block Grant** – We will apply for the maximum amount of grant funding (\$750,000) for the water main replacement project. In order to receive any funding, the city must provide matching funds. Mayor and Council will decide whether to provide a 20% match (\$150,000) of the maximum requested amount for the grant.
11. **Preliminary Engineering Report for Water Main Replacement Project** – We recommend that Mayor and Council select Carter and Sloope to complete the Preliminary Engineering Report for \$6,000. Mayor and Council will award the remaining portions of the contract (engineering, design, and construction administration) after notice of receipt of the grant funding.
12. * **FY2020 Local Maintenance Improvement Grant (LMIG)** – The attached resolution designates Stone Street for the LMIG resurfacing work for this fiscal year.
13. * **Statewide Mutual Aid and Assistance Agreement** – Newton County Emergency Management Agency requests that Council approve the renewal of the Statewide Mutual Aid and Assistance Agreement. The agreement is between the city and the Georgia Emergency

Management and Homeland Security Agency (GEMA/HS). In the event of a disaster, this agreement will allow the city to use state resources for repair and cleanup efforts. It renews every four years. We have attached a copy of the agreement.

14. **Appointment of Nominees for the Trees, Parks and Recreation Board** – The Trees, Parks and Recreation Board recommends the following individuals for membership: Linda Allen, Robert Bayliss, Teresa Eady, Mike McQuaide, and Mike Rogers.
15. **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.
16. **Whatcoat Street Project** – The *ad hoc* Whatcoat Street Committee will report on the progress of the Whatcoat Street project.
17. **Invoice Approval**

INVOICES OVER \$1,000.00

VENDOR	DESCRIPTION	AMOUNT
MONTHLY		
Blue Cross Blue Shield	Health Insurance Employees (12/1/2019 – 01/1/2020)	6,729.21
Bureau Veritas North America	Building Code Administration/Inspections Inv#1484830	2,267.63
Card Services Center	Card Charges 10/11-11/8/19: Boots for Maintenance Dept; Lunch for Mayors Retreat; Training for Underground Utilities (Maintenance); Municipal Clerk training for City Clerk; Misc	2,393.13
City of Oxford Utilities	Monthly utility charges month of October 2019 (\$504.20 of total for Asbury Street Park)	1976.16
Consolidated Monthly Remittance Report	Municipal Court Fees for October 2019	1,228.36
Courtware Solutions, Inc	Municipal Court Software Maintenance Fees	1,012.00
GMEBS Retirement Trust	Monthly Retirement Fund November Inv# 367104	5,972.25
Latham Home Sanitation	Commercial Waste Removal Services November	6,891.38
Meag Power	SCADA Emulation- Eprism 11/2019-10/2020	1,920.00
Newton County Board of Comm.	Prisoner Housing October 2019	1,080.00
Newton County Board of Comm.	Water Purchase for October Inv#2620	17,563.00
Newton County Water & Sewerage Authority	Sewer Treatment Fees 9/27-10/30/19	6,747.76
Sophicity	Monthly IT Support for December 2019	1,939.34
Southern Power Administration	SEPA Energy Cost (October) Inv. B-19-3160	2,843.30
PURCHASES/CONTRACT LABOR		
Cobb Construction	Hauling Fees for Asbury Street Paving	1,020.00
HCS Services, LLC	Water Line Repairs 11/10/19 & 11/15/19 (Pierce St/ 814 Emory Street)	1,050.00

Freeman Law Firm, LLC	Legal Services (Solicitor) July-September Inv#195	1,840.00
C. David Strickland, P.C.	Professional Services for September 2019	1,192.96
McNair McLemore Middlebrooks	Preparation for FY 2019 Pre-Audit Assistance	11,000.00
Pittman Construction Co, Inc.	Asphalt for Street Paving at Asbury Street	9,968.16
Social Circle Ace	18'' x 20' Aluminized Driveway Pipe	1052.70
Lauran Willis	Financial/Clerical Assistance for November	1,450.00
Woco Pep Oil	Gas/Diesel Fuel Invoice#10103	2,897.14

18. **Executive Session** – Litigation & Personnel.

19. **Adjourn**



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, November 4, 2019 – 7:00 PM
CITY HALL
DRAFT**

PRESENT: Jerry D. Roseberry, Mayor; Council members: George Holt; Jim Windham; Mike Ready; Jeff Wearing. Sarah Davis was not present. Staff members present: City Manager Matt Pepper, City Clerk Marcia Brooks, Deputy City Clerk Stacey Mullen, Utility Superintendent Jody Reid, Police Chief Dave Harvey, City Attorney David Strickland.

OTHERS PRESENT: Laura Gafnea of Oxford College, Peggy Madden, Patsy Burke, Cheryl Ready, Theresa Eady, Judy Greer, Juanita Carson, Nicholas Cole, Sherry Jackson, Mike McQuaide, Lynn Bohanan, Erik Oliver, Gwendolyn Green, and Laura McCanless.

1. The meeting was called to order by the Hon. Jerry D. Roseberry, Mayor
2. Invocation was delivered by Chief Dave Harvey
3. Pledge of Allegiance
4. Motion was made to accept the Agenda for November 4, 2019 – Holt- Second - Wearing, Approved unanimous 5/0.
5. Consent Agenda - Approved unanimous 5/0.
6. **Mayors Report**
 - a) Mayor Roseberry announced that Newton County is under Level 1 Drought Conditions as designated by the Georgia Environmental Protection Division (EPD). Information is available on the city's website. With some exceptions, outdoor water use in Newton County is restricted to the hours of 4:00 p.m. to 10:00 a.m.
 - b) Mayor Roseberry announced that Newton County and all cities are in compliance with the Service Delivery Strategy of the Georgia Department of Community Affairs (DCA). All 22 items have been negotiated. However, one item regarding water issues will expire next June unless an agreement is reached before then. There are several items we will be negotiating within the next two to three years. One is the LOST distribution formula which all the cities will meet with Newton County to discuss. Newton County's Comprehensive Plan will trigger another Service Delivery Strategy review in 2023.

- c) On October 25, 2019, representatives from the Newton County Water & Service Authority met with city officials in all jurisdictions to discuss the financial report from the Newton County Water Fund. Many questions were posed, and another meeting will be held on November 8, 2019 to continue the discussion.
- d) The annual Employees' Appreciation Dinner will be held on December 12, 2019 at the Dean's Dining Hall at Oxford College.

7. Planning Commission Recommendations/Petitions

None

8. Citizen Concerns

- a) Nicholas Cole, 1104 Emory Street, suggested that the Council appoint someone to fill the vacated seat on the Council when the newly elected mayor takes office rather than making a decision tonight (Agenda item #13). Mayor Roseberry indicated that a citizen asked to be considered for the open position, and it is the Council's decision.
- b) Gwendolyn Green, Godfrey Street, posed several questions to the Council:
 - 1) Update on property on West Soule Street with slope where water stands. Ms. Green came to the Council several months ago about installing a retention pond. Councilman Holt indicated this area has been a marsh area for a long time and is a nuisance due to mosquito infestations.
 - 2) What are the plans for the Yarbrough House (107 W. Clark Street)? Mayor Roseberry indicated this is on tonight's agenda. Ms. Green suggested the City apply for a grant to put a community center on the empty lot behind it.
 - 3) Are there plans to install signs on Georgia Hwy. 81 near the playground? Mayor Roseberry indicated that the Georgia Department of Transportation (GDOT) would need to be contacted. There are plans to install a crosswalk on this highway in the future.

9. Appointment of Marcia Brooks to position of City Clerk

Mayor Roseberry welcomed Marcia Brooks as the new City Clerk of Oxford effective November 1, 2019. She comes to Oxford after working for the State of Georgia, and lives in Rutledge.

10. Resolution for Minor Amendment to the City's Short-Term Work Program

Matt Pepper recommended that the Council approve an amendment to Oxford's Short-Term Work Program (STWP) of the Oxford Comprehensive Plan to add the project to upgrade the water main located along Clark Street, Hull Street, Oxford Road, and other streets. The city is required to keep this information updated as part of the Community Block Development Grant (CDBG) process. **Motion was made by Holt – Seconded – Windham to approve the resolution amending the City's Short-Term Work Program, approved unanimous 5/0.**

11. Second Reading to Provide Ordinance for Regulation of Small Cell Technology

Matt Pepper discussed the need to have a city ordinance for regulation of small cell technology within the city right-of-way. The Georgia Municipal Association (GMA) and

Electric Cities of Georgia (ECG) provided this model ordinance that they recommend all cities adopt as this technology becomes more prevalent. This is the second reading of the proposed ordinance. The first reading occurred during the October regular Council meeting. **Motion was made by Ready – Seconded – Holt to adopt the proposed ordinance for regulation of small cell technology, approved unanimous 5/0.**

12. **Second Reading to Adopt Restated Pension Plan Agreement**

Matt Pepper explained that the Georgia Municipal Employees Benefit System (GMEBS) has restated the city's pension plan and received a favorable determination letter from the Internal Revenue Service (IRS). Consequently, the IRS requires that all GMEBS member employers adopt the restated plan documents. GMEBS requires that we codify the Adoption Agreement. This is the second reading of the restated pension plan agreement. **Motion was made by Holt – Seconded – Wearing to adopt the restated pension plan agreement, approved unanimous 5/0.**

13. **Discussion and Consideration of Filling the Open Seat on the City Council (Post 4)**

Mayor Roseberry stated that a citizen, Rev. Dr. Avis Williams, had contacted him asking to be considered for the open seat for Post 4 on the Oxford City Council. The City Council has the authority to appoint a person to a vacated seat, and the Council does not want to discourage participation in government activities. **Motion was made by Windham – Seconded – Holt to approve Rev. Dr. Avis Williams to fill the open seat for Post 4 on the Oxford City Council, approved unanimous 5/0.**

14. **107 W. Clark Street Renovation Project**

Jeff Wearing reported on the progress of Yarbrough House on behalf of the *ad hoc* Renovation Committee. In the October meeting it was agreed that this facility would house a welcome center/community/historical facility. They are in the final stages of design with the architect, and the next step will be to find a builder. The City Council will decide what will done with the back part of the property and has not finalized any plans at this time for that part.

15. **Whatcoat Street Committee Appointments**

The Council had a committee previously to discuss improvements to Whatcoat Street but their work was put on hold until Oxford College could complete their renovations on Pierce Street. These renovations were completed in August 2018. Mayor Roseberry appointed Council Members Sarah Davis, Jim Windham, and Mike Ready (Chairman) to an *ad hoc* committee to recommend improvements to Whatcoat Street. Mayor Roseberry would like an interim report from the committee at the Council's work session on November 18, 2019.

16. **Invoice Approval**

Motion by Holt to approve October invoices - second Windham, approved unanimous 5/0.

17. **Executive Session**

None.

18. Motion to adjourn Regular Session at 7:20 pm – Windham – Second Wearing
Approved unanimous 5/0.

Respectfully Submitted;

Marcia Brooks
City Clerk



**Draft MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
WORK SESSION
MONDAY, NOVEMBER 18, 2019 – 6:00 PM
CITY HALL**

MEMBERS PRESENT: Mayor Jerry D. Roseberry; Councilmembers: Jim Windham, George Holt, Mike Ready, Jeff Wearing, Avis Williams, and Sarah Davis. Honorary Councilmember Rachel Ding was also in attendance.

OTHERS PRESENT: Matt Pepper, City Manager; Dave Harvey, Police Chief; David Strickland, City Attorney; Marcia Brooks, City Clerk; Stacey Mullen, Deputy City Clerk; Scottie Croy, Assistant Public Works Supervisor; Art & Laurie Vinson; Theresa Eady; Mike McQuaide; Cheryl Ready; Danielle Miller of Oxford College; Lynn Bohanan; Laura McCanless; and David Eady.

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

Agenda (Attachment A)

1. Mayor's Announcements

- Mayor Roseberry advised that he and Matt Pepper attended MEAG's Mayor's Summit earlier this month and will provide a full report to the Council soon. Many cities are unhappy about the amount they owe under their power contracts, and he will provide more details in his report.
- City Attorney David Strickland swore in Avis Williams, who was appointed to fill the vacant POST 4 Council member seat on November 4, 2019.

2. Honorary Councilmember of the Month

Mayor Roseberry introduced Rachel Ding, a sophomore at Oxford College, who has been appointed as Honorary Council Member for the month of December. Ms. Ding spoke to the Council about her role as the President of the Student Government Association at Oxford College.

3. Discussion on the Match for Community Development Block Grant Funding

Matt Pepper discussed the criteria for awarding Community Development Block Grants (CDBG). There is a requirement for the applicant to state a match percentage when applying for a CDBG, and the applicant can choose the percentage with a minimum of 5%. However, the Northeast Georgia Regional Commission (NEGRC) has advised that the more the applicant is willing to match, the more competitive the applicant will be in the grant reward decision. Therefore, to give the City of Oxford some leverage in the grant decision process for the Water Main Replacement Project, he recommends that we pledge to match 20% of the funds for this project. We are applying for the maximum amount allowed of \$750,000, so 20% of this amount would be \$150,000 that the City would pledge to pay if the grant is awarded. Mr. Pepper advised it would be the first quarter of the next fiscal year before we know if we will receive the grant. The application is due by April 1, 2020, followed by a review process to determine which grants are rewarded.

4. **Engineer Recommendation for Water Main Replacement Project (Attachment B)**

Matt Pepper advised that as part of the CBDG application process, each applicant must issue an RFP for engineering services for the project. The services in the RFP include engineering design, permitting, project monitoring, and confirmation of work completion according to specifications in project plans for invoices received. We issued the RFP in September and received five (5) responses. Mr. Pepper and the Public Works staff reviewed the proposals based on several criteria, including number of CBDG projects completed, ability to staff the project, quality of work, our relationship with them, and their proximity.

The recommendation for the project is Carter & Sloope. We have dealt with this company on two other projects, the most recent one being the water main replacement on Emory Street and Asbury Street, and had a positive experience with them. No cost estimates are included at this time because four of the five bids were based on a percentage of the construction cost, which we do not know yet since we have not started a bidding process for the project itself. For an idea of cost, in the Capital Projects budget right now we have this project planned at \$1.1 million dollars based on an estimate from a contractor. This estimate is a bit old and Mr. Pepper is working to update that estimate.

Carter & Sloope proposed a fee of 9% of total project cost for engineering services, and 3% of total cost for construction administration. They charge \$6,000 to do a Preliminary Engineering Report (PER), which is required for the CBDG application. This report consists of a review of current existing pipes we have, a project schedule, a cost analysis, and recommendations for any changes they recommend for the project. Two other vendors have the same cost structure except that they do not charge for the PER.

Mr. Holt asked for clarification on what we would be voting on at the next Council meeting, to ensure we are not voting to award the construction work to Carter & Sloope, just the PER. Mr. Pepper confirmed that Mr. Holt was correct.

5. **Proposed Resolution - FY2020 Local Maintenance Improvement Grant (LMIG) (Attachment C)**

Matt Pepper stated that the city has selected Stone Street for paving in FY2020. We just completed our FY2019 work about a month ago due to scheduling issues with Newton County. The grant for FY2020 is about \$27,000. The grant is based on population and center line mileage as a percentage of the state's totals. Mayor Roseberry asked Mr. Croy how we determine which street(s) to work on each year. Mr. Croy advised it is based on condition and how much patching has been done in the past.

6. **Environmental Study Committee Report (Attachment D)**

George Holt reported that the committee had divided the list of proposed actions out into several phases, which he has provided to Council. They would like to get buy-in from the Council that they are on the right track. They plan to add some of the items to a short-term work plan once the Council approves their phased list. Mr. Holt requested input from Council.

7. **Proposed Ordinance (FIRST DRAFT) - Shared Active Transportation Devices Discussion (Attachment E)**

Mayor Roseberry stated the City is trying to come up with an ordinance to regulate e-scooters and other similar transportation devices. Matt Pepper advised that the sample ordinance provided is based on the City of Decatur's recently adopted ordinance. Mr. Pepper discussed the elements of the draft ordinance. Mayor Roseberry suggested that the maximum speed limit these vehicles can be operated in should be 25 mph, which would discourage use in Oxford, since they cannot be used on sidewalks. Jeff Wearing commented that the operation of these devices is like that of golf carts, in that they cannot be operated on any major highway. Jeff Wearing recommended that we check with the City of Covington to find out if they are considering a similar ordinance. Ms. Ding stated that the speed, where it is parked, etc. is controlled by the app on a mobile phone, which is required to rent a device. Emory does not allow students to go off

campus with the devices. Jeff Wearing asked for confirmation that these devices would not be allowed on the trails, which Mr. Pepper confirmed would be true implicitly since motorized vehicles are not allowed on the trails.

8. **107 W. Clark Street Renovation Project**

Jeff Wearing stated that this project is progressing. They are finalizing the drawings for a Welcome Center/Community Center. They are about to enter another phase. Carter & Watkins will continue to make final drawings for the house itself. They will be putting out a Request For Qualifications (RFQ) to find someone who can restore the house. When the drawings are complete, they will be able to share a lot more information and hope they will be able to start soon on the work.

9. **Whatcoat Street Project**

Mike Ready stated that in 2014 plans were put together for improving Whatcoat Street. Since then some changes were made to the plans. Then a couple of years ago Oxford College decided to make some changes to the intersection of Pierce and Haygood streets, so the City backed off on its plans for Whatcoat Street. Now that the park is complete and Yarbrough House is moving forward, the City would like to proceed with plans to beautify Whatcoat Street, which historically is a main thoroughfare. The engineer is updating the records to reflect the work Oxford College completed. The intent is to build out Whatcoat Street, adding a sidewalk to the south side and adding pedestrian lighting as appropriate.

Mr. Holt asked if we are going to continue what the college started in terms of lighting and parking on the same side of the street. Mr. Ready stated they have not discussed doing that, but the plan can be changed. Mr. Holt and Mayor Roseberry stated they thought the work would continue what the college had started, down to George Street. Mr. Ready stated the plan can easily be changed.

The work session was adjourned at 6:31 p.m.

Special Called Meeting was called to order at 6:31 p.m. by the Honorable Jerry D. Roseberry. The purpose of the Special Called Meeting was to vote on the appointment of Marcia Brooks as the City Clerk of Oxford.

Motion was made by Wearing – Second – Davis to appoint Marcia Brooks as the City Clerk of Oxford, approved unanimous 6/0.

Motion to enter Executive Session at 6:33 p.m. Ready – Second – Holt, approved unanimous 6/0.

Motion to adjourn Executive Session at 6:37 p.m. Ready – Second – Holt, approved unanimous 6/0.

Motion to adjourn the Special Called Meeting at 6:40 p.m. Wearing – Second – Davis, approved unanimous 6/0.

Respectfully Submitted,

Marcia Brooks
City Clerk

OXFORD PLANNING COMMISSION

Minutes – October 8, 2019

MEMBERS: Jonathan Eady, Chair; Zach May, Vice-Chair; Juanita Carson, Secretary; Kibbie Hatfield, and Mike McQuaide. Avis Williams was absent.

STAFF: Matthew Pepper, city manager and zoning administrator.

GUESTS: Scott Gaither; Debbie Ball.

OPENING: At 7:02 PM, Mr. Eady called the meeting to order and welcomed the guests.

MINUTES: Upon motion of Mr. McQuaide, seconded by Mr. May, the minutes for the meeting of September 10, 2019 were adopted as amended. The vote was 5-0.

DEBBIE BALL CONVERSATION: Ms. Ball explained to the Commission that she plans to renovate the structure located at 503B Emory Street with the intent to rent it to a prospective tenant. Given that 503B is located on a lot with another existing dwelling (503A), she has requested a conversation with the Commission to discuss her plan before moving forward with the renovation. Ms. Ball stated that both dwellings (503A & 503B) were occupied until June 2019. The Commission explained that the city's zoning code does not allow for two principal dwelling units on a single residential lot. The Commission shared that an accessory dwelling unit is permissible in lots zoned R-20 (Table 4.1 and 40-525) if the owner occupies either the principal or accessory dwelling unit. Given that Ms. Ball's plan is to rent both dwellings, the Commission discussed the city's non-conforming use ordinance (40-575). During the discussion, the Commission determined the following: both structures pre-date the city's zoning ordinances; Ms. Ball's plan to renovate 503 B will benefit the neighboring area; Ms. Ball's intention to rent both properties is consistent with a prior use. In addition, the Commission discussed the threshold of permissible repairs for a non-conforming use (40-575 #4).

The Commission stated that they would approve a development permit request for the proposed renovations under the theory that it is a continuing non-conforming use. The Commission recommended that Ms. Ball submit a development permit application detailing her proposed renovations. With the application, Ms. Ball will submit a site plan showing the location of the house relative to the property lines and a visual depiction of the nature of the proposed renovations. After receiving the development permit, Ms. Ball will provide the city's building inspector with the requisite construction documents to receive the building permit. Mr. Pepper will send a development permit application to Ms. Ball and Mr. Gaither.

RESIDENT SUBDIVISION CONVERSATION: The Commission reviewed the lot information including its acreage and location from a summary document prepared by the Newton County Tax Assessor's Office. The Commission determined that the lot, if subdivided, would meet the minimum acreage requirements for residential lots in the R-15 zoning district as contained in Table 4.2. In addition, the Commission determined that the lot would meet the street frontage requirement as outlined in the code. Without a survey of the lot, the Commission could not determine how the location of the existing house would affect the location of the rear property line if the lot was to be subdivided.

REVIEW MINOR VARIANCE ORDINANCE: The Commission briefly reviewed the city's former minor variance ordinance. The Commission agreed that each member will review the former ordinance prior to the meeting on November 12th. At the November 12th meeting, the Commission will begin editing the former ordinance. The Commission will present their final draft to the Mayor and Council for consideration.

REQUIREMENTS FOR THE PLANNING COMMISSION: The Commission reviewed the proposed amendment to Sec. 40-611 to include language that states each member is required to attend at least 2/3 of the meetings in a calendar year. In addition, the Commission reviewed the proposed amendment to Sec. 2-190 to include language that states all elected and appointed officials and employees representing the city will adhere to the city's code of conduct. The Commission recommended edits to items #9 and #10 under Sec. 2-190. For item #9, the Commission recommended adding the language "excluding public elections for elected roles" to the end of the sentence. For item #10, the Commission recommended using the language "Engaging in the strict and faithful adherence to the highest ideals of public service while carrying out official city business." Mr. Pepper will share the recommendations with the City Council.

OTHER BUSINESS: Mr. Pepper informed the Commission that the City Council had the first reading of a new ordinance to regulate the deployment of small cell technology within the city's right-of-way. Per the ordinance, the Commission will provide the initial permit review and then make a recommendation to City Council to grant the permit.

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

Approved by:

Juanita Carson, Secretary

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF OXFORD

Minutes – October 22, 2019

MEMBERS: Mr. Brian Barnard, Chair; Ms. Martha Molyneux, Vice-Chair; Mr. Jonathan Eady, Mr. Mike Ready, Ms. Danielle Miller, Mr. Ray Wilson, and Mr. Art Vinson.

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

GUESTS: No guests were in attendance.

OPENING: At 7:07 PM, Mr. Barnard called the meeting to order.

APPROVAL OF MINUTES: Upon motion of Mr. Eady, seconded by Ms. Molyneux, the minutes for the meeting on September 3, 2019 were approved. The vote was 7 – 0.

DISCUSSION ON TOWN CENTER DEVELOPMENT:

Motion by Mr. Ready, seconded by Mr. Eady, to enter the Executive Session at 7:08 PM . The vote was 7 – 0.

The DDA discussed the potential purchase and disposition of real property.

Motion by Ms. Molyneux, seconded by Mr. Eady, to leave the Executive Session and return to the regular meeting at 8:11 PM. The vote was 7 – 0.

OTHER BUSINESS: The DDA agreed to hold their next meeting at 7 PM on Tuesday, November 26th at city hall.

ADJOURNMENT: Ms. Barnard adjourned the meeting at 8:11 PM.

Approved by:

Matthew Pepper, Secretary/Treasurer

CITY OF OXFORD

RESOLUTION

TO AUTHORIZE THE SUBMISSION OF A PROJECT TO THE STATE DEPARTMENT OF TRANSPORTATION FOR THE FY 2020 LOCAL MAINTENANCE AND IMPROVEMENT GRANT PROGRAM.

WHEREAS, the Georgia Department of Transportation has granted \$27,704.50 to the city of Oxford as part of the Local Maintenance and Improvement Grant (LMIG) program for FY 2020; and;

WHEREAS, the LMIG grant program requires a 30% local match or \$8,311.35; and;

WHEREAS, City Council has determined that Stone Street is in need of repair at this time.

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

That the Local Maintenance and Improvement Grant program for FY 2020 to be submitted to the state Department of Transportation shall include resurfacing and deep patching for Stone Street.

ADOPTED THIS MONDAY, DECEMBER 2, 2019.

BY:

Jerry D. Roseberry, Mayor

ATTEST:

Marcia Brooks, City Clerk

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: _____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____(county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name	Job Title/Position
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Signature of Above Individual

Print Name	Job Title/Position
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Signature of Above Individual

Print Name	Job Title/Position
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Signature of Above Individual

Chief Executive Officer - Signature	Date: _____/_____/_____
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Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for _____

(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: _____/_____/_____

Chief Executive Officer – Print Name