



**MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, OCTOBER 21, 2019- 6:00 PM  
CITY HALL**

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

**OTHERS PRESENT:** Linda Allen, Judy Greer, Peggy Madden, Art & Laurie Vinson, Nick Cole, Melissa Hage, David Eady, Mike McQuaide and Lynn Bohanan.

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

**1. Mayors Announcements**

Mayor Roseberry began the meeting by informing Council that he would be updating them on items of importance as his tenure draws to a close. Mayor Roseberry gave a brief description of some of those items that he requested Council continue to be involved in. These matters include but are not limited to: the Service Delivery Strategy, Northeast Georgia Regional Commission, Newton County Tomorrow and benefits of outreach. *Attachment A*

**2. Landscape Maintenance Contract for Asbury Street Park**

Matt Pepper discussed the details of the landscaping contract for Asbury Street Park. Matt Pepper, along with a few Council members, met with the representatives of Great Estates to discuss some concerns regarding contract costs and sustainability. Great Estates was informed of the city's new focus on the implementation of sustainability practices, and they were asked to provide the city with non-toxic alternatives for pesticides, herbicides, etc. *Attachment B*

**3. Residential Parking Discussion**

Matt Pepper advised Council that the draft was pending for an amendment to the city ordinance to address concerns with residences that have a high volume of vehicles parked at a single residential lot. Chief Harvey previously presented a proposed ordinance to Council that allowed for a waiver, with approval from Mayor and Council. Since the idea of a waiver raised concerns, Matt Pepper requested the guidance of the Mayor and Council with the completion of the draft amendment. Mayor Roseberry suggested the city develop a clear and concise ordinance, detailing the rules without the option of granting a waiver, as waivers may cause challenges. Councilmember Holt proposed if a waiver was granted, that it included a chart, detailing specific conditions for approval. The matter will be further discussed at a future work session.

#### **4. Amendment to Section 34-26- Vehicle Gross Weight**

Councilmember Wearing addressed his concern for the amendment to the ordinance prohibiting through vehicles with weight in excess of 10,000 pounds. His concern is that some pickup trucks (e.g. Ford F-350/450) exceeds the 10,000-pound proposed weight limit, which would prohibit such drivers from traveling through city limits. Councilmember Wearing suggested that the weight limit be reconsidered, as the current proposed weight may be considered unfair to both residents and those passing through city limits. Mayor Roseberry requested Chief Harvey look further into the matter.

#### **5. Environmental Study Committee Report**

Councilmember Windham reviewed the committee's recommendations on implementing environmental sustainability practices within the city. Councilmember Holt suggested prioritizing the list to ensure Council would agree and that all items were completed satisfactorily. Mayor Roseberry suggested that Councilmembers Windham and Holt prioritize the list of practices and present it to the Council for approval. This matter will be further discussed at a future work session.

#### **6. Shared Active Transportation Devices Discussion**

Mayor Roseberry advised that Matt Pepper has researched ordinances on the use of shared active transportation devices (e-scooters) within the city limits. Mayor Roseberry suggested the city have an ordinance in place to regulate the use of the said devices for safety purposes. The matter will be discussed further at a future work session.

#### **7. Planning Commission**

Matt Pepper explained that the Planning Commission discussed the proposed quorum requirements and submitted some changes on *items 9 and 10*. He further noted the Planning Commission agreed to keeping quorum requirements as-is. In addition, the Planning Commission had no concerns w/ requiring each member to attend at least 2/3 of the meetings, with failure to do so resulting in recommendation for removal by Mayor and Council. *Attachment C*

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

Councilmember Wearing shared that the *ad hoc* Yarbrough House Renovation Committee recommended the Yarbrough House be used as a community center, with a welcome center and historical area included within the structure. This matter will be further discussed later.

Work Session was adjourned at 6:35 pm

**Special Called Meeting was called to order at 6:40 pm by the Honorable Jerry D. Roseberry**

**Motion to enter Executive Session at 6:40pm Wearing- Second- Ready, approved unanimous 6/0.**

David Strickland updated Council on the ongoing litigation.

**Motion to adjourn Executive Session at 6:45 pm Windham- Second- Ready, approved unanimous 6/0.**

**Motion to adjourn the Special Called Meeting at 6:45 pm Windham- Second- Wearing, approved unanimous 6/0.**

Respectfully submitted;

Stacey Mullen, CMC  
Deputy City Clerk

**OXFORD MAYOR AND COUNCIL  
WORK SESSION  
MONDAY, OCTOBER 21, 2019 – 6:00 P.M.  
CITY HALL  
A G E N D A**

1. **Mayor's Announcements**
2. \* **Landscape Maintenance Contract for Asbury Street Park** – Council will continue discussions regarding landscape maintenance work for the “developed” area of the park. We have attached a revised bid submitted by Great Estates Landscaping for \$6,300. This item was tabled from the October Regular Session meeting.
3. **Residential Parking Discussion** –Council will discuss drafting and adopting an amendment to the city's ordinance to address concerns with residences that have a high volume of vehicles parked in a single residential lot.
4. **Amendment to Section 34-26 – Vehicle Gross Weight** – Council will discuss drafting and adopting an amendment to the city ordinance prohibiting through vehicles with weight in excess of 10,000 pounds.
5. **Environmental Study Committee Report** – Council will discuss the committee's recommendations on implementing environmental sustainability practices within the city.
6. **Shared Active Transportation Devices Discussion** – Council will continue discussions on adopting an ordinance to regulate the use of shared active transportation devices such as e-scooters within city limits.
7. \* **Planning Commission** – Council will continue discussions on adopting quorum requirements for the Planning Commission.
8. **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.

\*\*The Mayor and Council will hold a Special Called Meeting (Executive Session) on October 21, 2019 following the Work Session at City Hall to consider litigation matters.\*\*

\*Attachments

## Mayor's Notes: OXFORD CITY COUNCIL WORK SESSION OCTOBER 21, 2019

As my tenure as mayor draws to a close, I will be updating City Councilmembers in more detail on items of importance and providing written copies of those updates. Listed below are some items of concern.

### Service Delivery Strategy (SDS)

I met with BOC Chairman Banes on September 30, 2019, to discuss the SDS for Newton County and its cities. I reviewed Oxford's position on the Fire Service fees the county had proposed and Chairman Banes understood our objection and stated the county had agreed to Oxford's proposal. We spent some time discussing the county's Water Fund as part of the SDS. The Chairman agreed to set up a meeting with the county's manager, finance manager, and the water plant manager.

On Monday, October 14, 2019, Matt and I met with Chairman Banes, County Manager Lloyd Kerr, Finance Manager Brittany White, and Water Plant Manager James Brown. During the discussion the county addressed the recording of some financial transactions, including the amount of cash on hand and land purchases. White stated that the Bear Creek land purchases are recorded as assets on the Water Fund balance sheet. I have submitted additional questions regarding Water Fund finances.

Kerr stated that he is unaware of any request to purchase Bear Creek land by previous owners. Banes stated the Board of Commissioners has no plans to sell the Bear Creek land. Banes added that any major changes in the water system will be discussed with the cities. Brown stated he will hold quarterly meetings with representatives from the Consecutive Water System.

I have called a meeting of Newton County's mayors for this Friday to discuss Water Fund issues and to draft an initial SDS IGA regarding the Consecutive Water System in Newton County..

### Northeast Georgia Regional Commission

Several years ago, I was elected by the mayors of Newton County's municipalities to represent them on the NEGRC. During my tenure there I served six years as a member of the Board of Directors and recently concluded a two-year term as Chairman. There are twelve (12) counties and fifty-four (54) cities in our district. The NEGRC meets at noon ten times a year in Athens on the third Thursday of the month. Newton County's mayors will be selecting someone to replace me on the Regional Commission in January. I hope Oxford's next mayor will be a candidate for that important position..

### Newton County Tomorrow (NCT)

The Board of Directors of NCT has requested that I stay on as Chairman through June of 2020. Oxford's new mayor will become Oxford's representative on the Board and on the Executive Committee (EC). The NCT EC meets at The Center on the third Friday of each month and the Board meets every other month immediately after the EC meeting. NCT is a 501 c (3) non-profit dedicated to the improvement of government.

The EC consists of the Chairman of the Board of Commissioners, the six Mayors of Newton County, Executive Director of the NCWSA, Superintendent of NC School System, and President of the Covington-Newton County Chamber of Commerce. The Board of Directors includes the EC members and ten private citizens: Laura Gafnea of Oxford College, Avis Williams, Hoyt Oliver, Frank Turner, Sr., Reverend Eric Lee, Housing Executive Director Shamica Tucker, Debra Griffith of Newton Trails, Chamber of Commerce Economic Development member Serra Hall, Andy Shipp, and attorney Stephanie Lindsey.

### Benefits of Outreach

Oxford has benefitted financially and in other ways by the efforts of the mayor and council to reach out to the leadership of other communities. This outreach effort has built alliances with local and regional governments who have in turn looked to Oxford for leadership on key issues. The incoming mayor and council are encouraged to continue to be a vital part of the larger community.

# Memo

Date: October 14, 2019

To: File

From: Oxford Mayor Jerry Roseberry

Subject: Newton County Consecutive Water System  
Newton County Fire Service

The purpose of this memo to clarify Oxford's position on the payment of fees to Newton County for water supplied to Oxford as part of the Consecutive Water System (CWS). And to correct any erroneous information regarding Oxford's payment for Newton County Fire Services.

Contrary to some reports, Oxford expects to pay its share of costs directly related to the CWS. Oxford objected to the full costs of the Bear Creek Reservoir (BCR) being charged to CWS participates when it was clearly identified as a project to serve future growth in Newton County. Financial experts familiar with government fund accounting have advised Oxford that the costs of the BCR should have been a county-wide financial burden.

Oxford acknowledges that what was done cannot reasonably be undone but seeks assurance that no CWS resources have been or will be used for purposes that are not a part of the existing CWS. Revenue bonds issued in 2010 and 2012 pledged Water Fund revenue and special funds were established for that purpose. Any BCR real estate parcels, and possibly others, financed with water revenue bonds or other Water Fund resources belong to the Water Fund.

Again, contrary to some reports, Oxford did not object to paying for Newton County Fire Services. What Oxford objected to was: (1) Oxford already had a 50-year agreement with the county for fire service; (2) Oxford pays 150% of the fire tax charged in the unincorporated area; (3) the proposed charge was a 600% increase in Oxford's annual fire service costs; (4) state law provides that the Insurance Premium Tax may be used for fire, police, solid waste and infrastructure improvements.



**Exhibit A**  
10/15/2019

<b>Project</b>	The City of Oxford	<b>Address</b>	110 West Clark Street
<b>Contact</b>	Matt Pepper		Oxford, GA
<b>Email</b>	<a href="mailto:mpepper@oxfordgeorgia.org">mpepper@oxfordgeorgia.org</a>	<b>Direct Line</b>	404-925-9168

	Annual Included Price	Monthly Price
<b>INCLUDED SERVICES TOTAL</b>	<b>\$ 6,300</b>	<b>\$ 525</b>
<i>See Exhibit B for details</i>		

<b>ADDITIONAL SERVICES (Items included in monthly price)</b>		
Turf Care 6 rounds at \$155.00 per round.	\$	930.00
	\$	-
	\$	-

by Steve Head Title Manager  
Date 10/15/2019

**SIGNING BELOW ACCEPTS THE INCLUDED SERVICE TOTAL AMOUNT, SPECIFICATIONS (Exhibit B), AND TERMS & CONDITIONS (Exhibit C)**

by \_\_\_\_\_ Title \_\_\_\_\_  
Date \_\_\_\_\_

**CONTRACT START DATE:** \_\_\_\_\_

## **INCLUDED SERVICES**

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### **Site clean-up**

General site clean-up each visit includes policing of all maintained areas for the removal of paper, cans, bottles, sticks, leaves, and other debris. A complete blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas. Parking lot areas will be kept clean of organic material within fifteen feet (15') of curbs and planted areas.

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### **Leaf clean-up**

Fallen leaves on turf and planted beds will be collected and removed from site no less that (4) times per year. Weekly dispersal of leaves from focal areas, formal areas, and turf areas to prevent heavy build-up and damage to plant material.

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### **Turf Mowing**

All turf areas shall be mowed as needed throughout the year to maintain height by turf species: Warm season turf 1.5 to 2.5 inches, Cool season turf 3 to 4 inches, Utility turf will be maintained at the optimal aesthetic height. No more than 1/3 of the leaf blade will be removed with each frequency. Warm season turf will be scalped in late winter to remove previous season growth. Excessive grass clippings within turf or beds will be removed or distributed evenly after each mowing occurrence.

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### **Edging**

Turf adjacent to curbs or sidewalks and beds will be mechanically edged as needed to maintain a neat and clean appearance.

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### **Shrub pruning**

Shrubs will be pruned to maintain specific plant species requirements (This may include thinning, shearing, and structural pruning). To a maximum of 12 feet height. This specification does not include rejuvenation of previously neglected shrubs. While pruning may be possible, rejuvenation is available at an additional cost.

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### **Tree pruning**

Remove crossing, dead, dying or diseased branches, water sprouts, sprouts at or near the base of the tree trunk, branches that form with narrow angled crotches, branches damaged in storms or by other means. To a maximum of 12 feet height.

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### **Groundcover pruning**

All groundcovers shall be maintained within their borders and kept neat at all times. Perennials and ornamental grasses shall be pruned back in early spring, or as dictated by plant species

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### **Bed Weed Management**

Herbicides will be applied to weeds in bed and pavement areas. Mechanical removal of weeds will be done as needed.

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### **Fire Ant Management**

Fire ants are invasive pests, which are extremely difficult to control and nearly impossible to eradicate. Fire Ant baits shall be applied as necessary in an attempt to mitigate overall populations.

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### **Ornamental Insect and Disease Monitoring**

All trees, shrubs and groundcovers shall be monitored bi-monthly for evidence of insect and disease activity. We utilize a program of Integrated Pest Management (IPM) instead of calendar, blanket pesticide applications. Insect and disease activity shall be treated on a case-by-case basis, and billed separately. This is for monitoring only.

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### **Ornamental Fertilizer**

A complete fertilizer of which 50% of the Nitrogen is derived from natural organic sources of ureaform. The fertilizer will contain by percentage the following: 10% Nitrogen, 10% Phosphoric Acid, and 10% Potash. Fertilizer will be applied in a granular form spread over the surface of the ground and mechanically or hydrologically removed from plant surfaces. Fertilizer will only be applied to those plants exhibiting signs or symptoms of nutrient deficiency.

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### **Turf Program Round 1 Jan-Mar**

Cool - Fertilizer Application; Cool and Warm - Herbicide application to control emerged broadleaf weeds; Cool and Warm - Herbicide application to prevent crabgrass and other summer annual weeds.

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### **Turf Program Round 2 Apr-Jun**

Cool and Warm - Fertilizer Application; Cool and Warm - Herbicide application to control emerged broadleaf weeds

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### **Turf Program Round 3 Jul-Sep**

Warm - Fertilizer Application

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### **Turf Program Round 4 Oct-Dec**

Cool and Warm - Winter conditioner fertilizer application; Warm - Herbicide application to prevent annual bluegrass and other winter annual weeds

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### **Turf Program on demand**

Insecticide and Fungicide applications will be made as needed. NOTE: Treatment for Spring Dead Spot (SDS) in Bermudagrass turf is not included in the base contract and may be treated as an additional service.

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## **ADDITIONAL SERVICES (Items not included in monthly contract price)**

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### **Evaluate Irrigation System**

Turn on all water supplies, set proper timer settings, adjust all heads and inspect the entire irrigation system to ensure proper operation. Inspect the entire system for proper operation and coverage. Heads shall be adjusted and timer settings made for optimal performance. Any defects or necessary repairs will be noted and proposed. Any irrigation components damaged by Great Estates will be repaired at no cost to the Customer.

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### **Winterize Irrigation System**

Shut off all water supplies at the source, drain all lines, Great Estates shall not be responsible for damage to the irrigation system in the event system is turned on by other individuals after system has been winterized.

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### **Pine Straw**

Pine straw shall be installed at a depth of three inches, which will settle to an average depth of two inches. Sticks, pinecones and other foreign matter shall be removed. All bed lines shall be tucked. All resulting debris will be removed.

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### **Spring Seasonal Color**

Remove existing plants. Prepare soil by trenching perimeter and deeply digging to a minimum of 6 inches to aerate and loosen soil. Fertilizer shall be top-dressed over bed areas at the rate of three (3) pounds of timereleased, high phosphate fertilizer per 100 square feet. Entire bed shall be mulched to a minimum depth of 1inch.

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### **Fall Seasonal Color**

Remove existing plants. Prepare soil by trenching perimeter and deeply digging to a minimum of 6 inches to aerate and loosen soil. Fertilizer shall be top-dressed over bed areas at the rate of three (3) pounds of timereleased, high phosphate fertilizer per 100 square feet. Entire bed shall be mulched to a minimum depth of 1inch.

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### **Seasonal Color Maintenance**

Maintenance of seasonal color includes the following services: All plants shall be fertilized with a combination of liquid and granular fertilizers. Fertilizers shall contain a high level of phosphorous to promote root growth and flower production. Preventative insecticides and fungicide will be applied. Any disease or insect outbreak will be treated with additional applications as needed. Spent blossoms will be removed from all appropriate flowering annuals on an as needed basis. This service is included with both Spring and Fall Seasonal Color Installation.

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## TERMS AND CONDITIONS

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Agreement between:

Great Estates Landscaping  
14481 Lochridge Blvd.  
Covington, Ga 30014

AND

The City of Oxford  
110 West Clark Street  
Oxford, GA

- 1) Great Estates agrees to furnish to Customer all labor, equipment, materials and supplies required to perform the included services described in Exhibit B for the included price set forth in Exhibit A.
- 2) This agreement shall be in effect as of the contract start date specified on Exhibit A, shall continue in effect until either party give to the other at least thirty (30) days written notice of its desire to terminate. As a condition precedent to Customer's right to terminate, Customer recognizes that the equal monthly payments made to for monthly service are not a true representation of the actual amount of work performed in each given month. Customer agrees to tender payment in full for all goods and services received. In recognition of the services provided, should the contract be terminated by Customer the termination table below shall be utilized to determine the amount of the annual contract cost due at termination. In the event that the price of installation of seasonal color, mulch, pine straw, turf program, or or other goods included as part of the equal monthly payments, Customer agrees to pay in full any outstanding balance for such services at time of termination.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4.50%	4.50%	6.50%	9.00%	10.50%	12.00%	11.00%	10.00%	10.00%	9.50%	7.50%	5.00%

- 3) Customer agrees to pay in full before the last day for each invoice period during the term hereof for the services rendered by during said invoice period for the term of the Contract.
- 4) Invoices are payable upon receipt and are due in full on the 15th of each month (last day of invoice period). Great Estates reserves the right to suspend or terminate service on Customer if balance is outstanding for more than forty-five (45) days. Customer agrees to pay all costs, including attorney's fees incurred by in collecting any overdue balance. Failure of at anytime to exercise its rights hereunder shall not be construed as a waiver of such rights or as a bar to the later exercise thereof.
- 5) If Customer takes exception to any service performed or claims that has failed to perform any services, such exception or claim must be submitted in writing to within five (5) business days, or services in question shall be deemed accepted by Customer. In addition, Customer agrees to allow reasonable time for exception or claim to be rectified by .
- 6) If is prevented or hindered from performing the services herein by reasons beyond its control, including, without limitation, inclement weather, fire, floods, riots, strikes or acts of God, then shall be excused from the performance of such services and Customer from the obligation of payment thereof for the extent and for the period that such performance is prevented or hindered by such condition or event. In the event of a natural disaster such as ice storm, severe freeze, high winds, will not be responsible for any clean up outside of the scope of this contract. will provide service upon request of the Customer at an additional agreed compensation.
- 7) The prices provided in this Contract are valid for a period of sixty (60) days from the date herein. Should the contract fail to be executed within this period, reserves the right to withdraw or modify the prices presented herein.
- 8) This Contract will renew for a period of one (1) year from each anniversary date unless terminated or modified.

Sec. 2-190. - Prohibited conduct.

***All elected and appointed*** Public officials and employees of the City shall treat all citizens with courtesy, impartiality, fairness, and equality under the law, and shall avoid both actual and potential conflicts between their private self-interest and the public interest. Prohibited conduct of each such official and employee shall include, but not be limited to, the following:

- (1) Granting or making available to any person any special consideration, treatment, advantage, or favor beyond that which it is the general practice to grant or make available to the public at large;
- (2) Requesting, using, or permitting the use of any publicly-owned or publicly-supported property, vehicle, equipment, labor, or service for the personal convenience or the private advantage of himself or any other person, except as otherwise allowed by law;
- (3) Participating in the deliberation of or voting on any matter involving his financial or personal interest;
- (4) Engaging in private employment with, or rendering services for, any private person who has business transactions with the City, unless he has made full public disclosure of the nature and extent of such employment or services;
- (5) Appearing as counsel for any private persons, other than himself, before any public body in the City;
- (6) Accepting any gift, whether in the form of money, thing, favor, loan, or promise, that would not be offered or given to him if he were not an official or employee;
- (7) Disclosing any confidential information concerning any official or employee, or any other person, or any property or governmental affairs of the City, without prior formal authorization of the Mayor and City Council;
- (8) Using or permitting the use of confidential information to advance the financial or personal interest of himself or any other person; or
- (9) Appointing or voting for the appointment of any person related to him by blood or marriage to fill an office, position, employment, or duty, when the salary, wages, pay, or compensation is to be paid out of public funds- ***excluding public elections for elected roles.***

***(10) Failing to engage in the strict and faithful adherence to the highest ideals of public service while carrying out official city business.***

(Code 1997, § 3-102(1))