Oxford Mayor and Council
Work Session
Wednesday, June 24, 2024 – 6:30 P.M.
Oxford City Hall
110 W. Clark Street, Oxford, Georgia
Agenda

1. **Mayor's Announcements:** July 4th Parade is just around the corner.

2. **Committee Reports:** The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, and the Sustainability Committee.

3. ***Review of Whatcoat Street Bids:** Atkins and Staff recommends the low bid of $620,864, with an additional $99,000 for contingency. See attached.

4. ***Review of Paving Bids:** Staff and Atkins recommends the low bid of $992,888 from East Coast Grading, which is prequalified with GDOT as a Prime Contractor. We have $1,385,405 budgeted for FY 2025. We will be adding roads for paving to make up the difference.

5. **Rights of Way Encroachment Update:** Mr. Strickland and Mr. Robert Jordan are preparing a budget and action plan for this effort which should be available for the July Work Session.

6. ***Charter Changes**

    a. ***Possible Alcoholic Beverage Service in Oxford:** See page 2 of the attached document "006." Note, if we wish to have a Downtown Entertainment District for Outside Consumption, we need to fill in boundaries on Sec.3-36 (b). Staff would propose properties fronting Emory Street from W. George Street to W. Clark Street.
    b. ***Updates to City Manager Personnel Responsibilities:** See pages 12 and 15 of the attached document "006"

7. ***Parking at The Old Church**: Councilman Oliver has put together a parking layout for the Council to review. It is anticipated that this layout would be used as a guide for Atkins Engineering to prepare construction drawings.

8. ***Consider Holding Property Tax at Current Millage Rate of 5.444 mills:** See attached

9. ***Extension of the Turkey Creek Sewer Moratorium:** Results from the Turkey Creek monitoring show Oxford College exceeding their 85,000 gpd allotment by 55,000 gallons (peak flow) and the City of Oxford exceeding its 135,000 gpd allotment by 13,000 gallons (peak flow). Wet weather events are considerably worse, see Table 5 of the report (document 009a).

10. ***Consider the Carter and Sloope Task Order for the Lead and Copper Inventory Waterline Inventory:** This $32,400 Task Order would be paid for from the $73,900 GEFA Grant we have for this effort.

11. ***Trees, Parks, and Recreation Board Nomination:** The TPR Board would like to nominate Ms. Susan Ballard 0f 209 Emory Street to be on the Board. The TPR Board shall consist of seven members, a minimum of five members who shall be citizens and residents of this City, and up to two members who may be non-residents who own property within the City, all who shall be appointed by the Mayor with the approval of the City Council.

1. **Other Business:**

2. **Work Session Meeting Review:** Mayor Eady will review all the items discussed during the meeting.

3. **Executive Session:** An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.

*Attachments

Bid Analysis of the Whatcoat Street Realignment Project

Produced By AtkinsRéalis on 5/21/2024

Roadway Items

GDOT Item Number	Estimated Quantity	Description	Backbone Infrastructure		East Coast Grading		Ohmshiv Construction		Summit CD		Peach State Construction	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
150-1000	1 LS	Traffic Control	$50,000.00	$50,000.00	$125,000.00	$125,000.00	$75,000.00	$75,000.00	$45,650.00	$45,650.00	$28,600.00	$28,600.00
210-0100	1 LS	Grading Complete	$574,976.10	$574,976.10	$200,000.00	$200,000.00	$298,621.00	$298,621.00	$177,761.66	$177,761.66	$78,350.00	$78,350.00
310-1101	858 TN	GR AGGR base CRS, INCL MATL	$36.00	$30,888.00	$70.00	$60,060.00	$38.00	$32,604.00	$48.00	$41,184.00	$41.00	$35,178.00
402-3100	109 TN	RECYCLED ASPH CONC 9.5MM SUPERPAVE TYPE 1, GP 1, OR BLEND 1 INCL BITUM MATL & H LIME	$205.00	$22,345.00	$200.00	$21,800.00	$235.00	$25,615.00	$210.00	$22,890.00	$300.00	$32,700.00
402-3113	6 TN	RECYCLED ASPH CONC 12.5MM SUPERPAVE GP 1, OR GP 2 INCL BITUM MATL & H LIME	$200.00	$1,200.00	$300.00	$1,800.00	$227.00	$1,362.00	$450.00	$2,700.00	$300.00	$1,800.00
402-3121	17 TN	RECYCLED ASPH CONC 25.0MM SUPERPAVE GP 1, OR GP 2 INCL BITUM MATL & H LIME	$200.00	$3,400.00	$300.00	$5,100.00	$221.00	$3,757.00	$350.00	$5,950.00	$300.00	$5,100.00
402-3190	209 TN	RECYCLED ASPH CONC 19.0MM SUPERPAVE GP 1, OR GP 2 INCL BITUM MATL & H LIME	$200.00	$41,800.00	$200.00	$41,800.00	$216.00	$45,144.00	$180.00	$37,620.00	$250.00	$52,250.00
413-0750	170 GL	TACK COAT	$10.00	$1,700.00	$10.00	$1,700.00	$10.00	$1,700.00	$15.00	$2,550.00	$5.00	$850.00
432-5010	60 SY	MILL ASPH CONC PVMT, VARIABLE DEPTH	$210.00	$12,600.00	$100.00	$6,000.00	$50.00	$3,000.00	$120.00	$7,200.00	$50.00	$3,000.00
441-0104	170 SY	CONC SIDEWALK, 4 IN	$44.00	$7,480.00	$67.50	$11,475.00	$44.00	$7,480.00	$60.00	$10,200.00	$45.00	$7,650.00
441-5002	100 LF	CONC HEADER CURB, 6 in, TP 2	$20.00	$2,000.00	$40.00	$4,000.00	$21.00	$2,100.00	$20.00	$2,000.00	$20.00	$2,000.00
441-6216	844 LF	CONC CURB & GUTTER, 8 in X 24 in, TP 2	$24.00	$20,256.00	$40.00	$33,760.00	$23.50	$19,834.00	$29.00	$24,476.00	$26.00	$21,944.00
441-6216	178 LF	CONC CURB & GUTTER, 8 in X 30 in, TP 2	$26.00	$4,628.00	$45.00	$8,010.00	$25.85	$4,601.30	$32.00	$5,696.00	$30.00	$5,340.00
441-7012	2 EA	CURB CUT WHEEL CHAIR RAMP, TYPE B	$1,000.00	$2,000.00	$2,000.00	$4,000.00	$1,550.00	$3,100.00	$1,500.00	$3,000.00	$850.00	$1,700.00
500-9999	9 CY	CLASS B CONC, BASE PVMT WIDENING	$280.00	$2,520.00	$450.00	$4,050.00	$225.00	$2,025.00	$450.00	$4,050.00	$325.00	$2,925.00
550-1180	315 LF	STORM DRAIN PIPE, 18 in, H 1-10	$75.00	$23,625.00	$150.00	$47,250.00	$80.00	$25,200.00	$80.00	$25,200.00	$75.00	$23,625.00
573-2006	75 LF	UNDDR PIPE INCL DRAINAGE AGGR, 6 in	$65.00	$4,875.00	$175.00	$13,125.00	$10.00	$750.00	$20.00	$1,500.00	$45.00	$3,375.00
611-3030	1	RECONSTR STORM SEW MANHOLE, TYPE 1	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$3,000.00	$3,000.00	$5,200.00	$5,200.00	$3,500.00	$3,500.00

	EA												
668-1100	1 EA	CATCH BASIN, GP 1	$6,000.00	$6,000.00	$7,500.00	$7,500.00	$6,200.00	$6,200.00	$6,500.00	$6,500.00	$3,100.00	$3,100.00
668-2100	2 EA	DROP INLET, GP 1	$5,500.00	$11,000.00	$7,500.00	$15,000.00	$6,000.00	$12,000.00	$6,500.00	$13,000.00	$3,100.00	$6,200.00
668-2110	2 LF	DROP INLET, GP 1, ADDL DEPTH	$450.00	$900.00	$750.00	$1,500.00	$500.00	$1,000.00	$150.00	$300.00	$250.00	$500.00
999-9000	1 LS	WORK ALLOWANCE	$10,000.00	$10,000.00	$100,000.00	$100,000.00	$0.00	$0.00	$100,000.00	$100,000.00	$1,000.00	$1,000.00
		Subtotal:		$ 838,693.10		$ 717,430.00		$ 574,093.30		$ 544,627.66		$ 320,687.00

Temporary Erosion Control	GDOT Item Number	Estimated Quantity	Description	Backbone Infrastructure Unit Price	Backbone Infrastructure Total Price	East Coast Grading Unit Price	East Coast Grading Total Price	Ohmshiv Construction Unit Price	Ohmshiv Construction Total Price	Summit CD Unit Price	Summit CD Total Price	Peach State Construction Unit Price	Peach State Construction Total Price
	163-0232	1 AC	TEMPORARY GRASSING	$500.00	$500.00	$500.00	$500.00	$750.00	$750.00	$150.00	$150.00	$1,500.00	$1,500.00
	163-0240	10 TN	MULCH	$300.00	$3,000.00	$550.00	$5,500.00	$250.00	$2,500.00	$50.00	$500.00	$300.00	$3,000.00
	163-0300	1 EA	CONSTRUCTION EXIT	$1,250.00	$1,250.00	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$850.00	$850.00
	163-0550	7 EA	CONSTRUCT & REMOVE INLET SEDIMENT TRAP	$300.00	$2,100.00	$250.00	$1,750.00	$150.00	$1,050.00	$220.00	$1,540.00	$250.00	$1,750.00
	165-0030	1734 LF	MAINTENANCE OF TEMP SILT FENCE, TP A	$0.50	$867.00	$0.50	$867.00	$1.00	$1,734.00	$0.10	$173.40	$0.50	$867.00
	165-0101	1 EA	MAINTENANCE OF CONSTRUCTION EXIT	$150.00	$150.00	$1,000.00	$1,000.00	$500.00	$500.00	$250.00	$250.00	$100.00	$100.00
	165-0105	7 EA	MAINTENANCE OF INLET SEDIMENT TRAP	$50.00	$350.00	$150.00	$1,050.00	$50.00	$350.00	$50.00	$350.00	$50.00	$350.00
	171-0030	1734 LF	TEMPORARY SILT FENCE, TYPE A	$3.50	$6,069.00	$2.00	$3,468.00	$2.25	$3,901.50	$1.48	$2,566.32	$5.00	$8,670.00
	643-8200	568 LF	BARRIER FENCE (ORANGE), 4 FT	$2.00	$1,136.00	$2.00	$1,136.00	$2.00	$1,136.00	$1.88	$1,067.84	$7.50	$4,260.00
			Subtotal:		$ 15,422.00		$ 20,271.00		$ 13,421.50		$ 8,097.56		$ 21,347.00

Permanent Erosion Control	GDOT Item Number	Estimated Quantity	Description	Backbone Infrastructure Unit Price	Backbone Infrastructure Total Price	East Coast Grading Unit Price	East Coast Grading Total Price	Ohmshiv Construction Unit Price	Ohmshiv Construction Total Price	Summit CD Unit Price	Summit CD Total Price	Peach State Construction Unit Price	Peach State Construction Total Price
	163-0527	2 EA	CONSTRUCT & REMOVE RIP RAP CHECKDAMS STONE PLAIN RIP RAP/SANDBAGS	$550.00	$1,100.00	$1,500.00	$3,000.00	$300.00	$600.00	$450.00	$900.00	$250.00	$500.00
	700-6910	0.27 AC	PERMANENT GRASSING	$2,500.00	$675.00	$2,500.00	$675.00	$1,500.00	$405.00	$500.00	$135.00	$3,000.00	$810.00
	700-7000	1 TN	AGRICULTURAL LIME	$250.00	$250.00	$500.00	$500.00	$400.00	$400.00	$50.00	$50.00	$250.00	$250.00
	700-8000	1 TN	FERTILIZER MIX GRADE	$450.00	$450.00	$1,000.00	$1,000.00	$350.00	$350.00	$100.00	$100.00	$250.00	$250.00
	700-8100	25	FERTILIZER NITROGEN CONTENT	$7.00	$175.00	$15.00	$375.00	$4.00	$100.00	$0.10	$2.50	$150.00	$3,750.00

	TN											
700-9300	1267 SY	SOD	$10.50	$13,303.50	$12.00	$15,204.00	$8.00	$10,136.00	$12.50	$15,837.50	$12.00	$15,204.00
		Subtotal:		$ 15,953.50		$ 20,754.00		$ 11,991.00		$ 17,025.00		$ 20,764.00

Signing and Marking

GDOT Item Number	Estimated Quantity	Description	Backbone Infrastructure Unit Price	Backbone Infrastructure Total Price	East Coast Grading Unit Price	East Coast Grading Total Price	Ohmshiv Construction Unit Price	Ohmshiv Construction Total Price	Summit CD Unit Price	Summit CD Total Price	Peach State Construction Unit Price	Peach State Construction Total Price
634-1200	4 EA	RIGHT OF WAY MARKER	$200.00	$800.00	$75.00	$300.00	$400.00	$1,600.00	$350.00	$1,400.00	$250.00	$1,000.00
636-1033	24 SF	HIGHWAY SIGNS, TP 1 MATL REFL SHEETING, TP 9	$25.00	$600.00	$19.00	$456.00	$30.00	$720.00	$24.00	$576.00	$20.00	$480.00
636-1036	1 SF	HIGHWAY SIGNS, TP 1 MATL REFL SHEETING, TP 11	$50.00	$50.00	$19.00	$19.00	$30.00	$30.00	$28.00	$28.00	$50.00	$50.00
636-2070	64 LF	GALV STEEL POST, TP 7	$20.00	$1,280.00	$16.00	$1,024.00	$12.00	$768.00	$12.50	$800.00	$14.00	$896.00
653-1501	52 LF	THERMOPLASTIC SOLID TRAF STRIPE 5 in, WHITE	$1.00	$52.00	$3.00	$156.00	$1.00	$52.00	$1.00	$52.00	$5.00	$260.00
653-1502	498 LF	THERMOPLASTIC SOLID TRAF STRIPE 5 in, YELLOW	$1.00	$498.00	$3.00	$1,494.00	$1.00	$498.00	$1.00	$498.00	$5.00	$2,490.00
653-1704	25 LF	THERMOPLASTIC SOLID TRAF STRIPE 24 in, WHITE	$7.00	$175.00	$8.75	$218.75	$7.50	$187.50	$7.00	$175.00	$20.00	$500.00
653-1804	340 LF	THERMOPLASTIC SOLID TRAF STRIPE 8 in, WHITE	$3.00	$1,020.00	$4.20	$1,428.00	$3.25	$1,105.00	$3.00	$1,020.00	$5.00	$1,700.00
654-1004	46 EA	RAISED PAVEMENT MARKERS, TP 4	$95.00	$4,370.00	$11.00	$506.00	$100.00	$4,600.00	$95.00	$4,370.00	$15.00	$690.00
999-9001	1 LS	SITE LIGHTING ALLOWANCE	$250,000.00	$250,000.00	$250,000.00	$250,000.00	$250,000.00	$250,000.00	$250,000.00	$250,000.00	$250,000.00	$250,000.00
		Subtotal:		$ 258,845.00		$ 255,601.75		$ 259,560.50		$ 258,919.00		$ 258,066.00

	Backbone Infrastructure	East Coast Grading	Ohmshiv Construction	Summit CD	Peach State Construction
Totals:	$ 1,128,913.60	$ 1,014,056.75	$ 859,066.30	$ 828,669.22	$ 620,864.00

INVITATION TO BID

BID SPECIFICATIONS AND CONTRACT DOCUMENTS

for

REALIGNMENT OF WHATCOAT ST., W GEORGE ST. AND GA HIGHWAY 81/EMORY STREET

ITB-24-001

OWNER: CITY OF OXFORD, GA

CONTRACTING AGENCY:
CITY OF OXFORD, GA
110 West Clark Street
Oxford, GA 30054
(770) 786-7004

Prepared by:

AtkinsRéalis

1600 River Edge Parkway, Suite 700
Atlanta, GA 30328

BID # ITB-24-001

FINAL FOR ADVERTISING – 04/19/2024

INVITATION TO BID

SEALED BID # 24-001
REALIGNMENT OF WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

This Invitation to Bid ("ITB") is issued by the City of Oxford, to solicit proposal packages (each a "Bid") from interested parties (each a "Bidder") for the construction of the Realignment of Whatcoat St., W George St., and GA Highway 81/Emory St. ("Project"). The relocation will consist of the removal and compete reconstruction and realignment of approximately 400 linear feet of Whatcoat St., the complete removal and reconstruction of approximately 200 linear feet of W George St. and the realignment of the intersection of W George St. and GA Highway 81/Emory St. The work includes pavement demolition, sidewalks, curb & gutter, and new roadway pavement. Other improvements include: storm drain installation, mill and inlay of pavement, signing and marking, landscaping, and lighting. This ITB includes complete Bidder's instructions and a detailed scope of work.

BID OPENING DATE: 05/20/2024

Contract documents, plans, ITB and specifications can be obtained from here:
https://www.oxfordgeorgia.org/

PRE-BID CONFERENCE:
A voluntary pre-bid conference will be held at 5/03/2024 @ 2:00 PM **(E.S.T.)** via Microsoft Teams. Please send an e-mail to george.kakunes@atkinsrealis.com for a meeting invitation.

Bids Are Due by 2:00 pm local time at:
CITY OF OXFORD
110 West Clark Street
Oxford, GA 30054
Attn: Bill Andrew, City Manager
Before 2:00 PM by 05/20/2024

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, 2 COPIES, AND AN ELECTRONIC PDF COPY OF THE BID. ELECTRONIC COPY CAN BE IN THE FORM OF A CD, DVD OR FLASH DRIVE.
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

INSTRUCTIONS TO CONTRACTORS:

RETURN SEALED BID TO:

CITY OF OXFORD
Attn: Mr. Bill Andrew, City Manager
110 West Clark Street
Oxford, GA 30054

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST INCLUDE:

Contractor's Name and Address
ITB Title & Number as noted on top of this section
ITB Due Date & Time as noted on top of this section

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Bid, the authorized signer and represented Bidder have read, understand, and agree to information within this Invitation to Bid and with required and informational documents, files, and/or forms posted to webpage for this ITB and made part of this ITB and any contract that may be awarded as a result of response to this ITB. Furthermore, Bidder acknowledges and agrees that Bidder has carefully examined and fully understands the provisions and requirements of this ITB, has made a personal examination of the site of the proposed Project (if applicable), is satisfied as to the actual conditions and requirements of the proposed Project, and hereby proposes and agrees that if Bidder's Bid is accepted, Bidder will contract with the City of Oxford in full conformance with the Contract Documents.

Contractor/Bidder	Peach State Construction Co, LLC
Contact Name:	John M. Woody
Mailing Address:	P.O. Box 87
	Covington, GA 30014
Contractor Phone Number(s):	770-788-6363
Contractor FAX Number(s):	770-788-6364
Email Address for Contractor:	john@peachstateco.com
Contact: Authorized Contractor Signature:	
Printed Name of Signer:	John M. Woody
Contractor Federal I.D or SS#	61-1730113

NOTE: The City of Oxford will not be responsible for the accuracy or completeness of the content of any City of Oxford Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the City of Oxford.

TABLE OF CONTENTS

INVITATION TO BID **2**
TABLE OF CONTENTS **4**
SCHEDULE OF EVENTS **6**
SECTION 1: ITB INSTRUCTIONS **7**
1.0 SINGLE POINT OF CONTACT 7
1.1 REQUIRED REVIEW 7
1.1.1 Definitions of Certain Terms *7*
1.1.2 Review of ITB *7*
1.1.3 Addenda *7*
1.1.4 Form of Questions *7*
1.1.5 City of Oxford's Answers *7*
1.2 PRE-BID CONFERENCE 8
1.3 SUBMITTING A BID 8
1.3.1 Failure to Comply with Instructions *8*
1.3.2 Standard Forms *8*
1.3.3 Standard Contract *8*
1.3.4 Bidder's Signature *8*
1.3.5 Organization of Bid *8*
1.3.6 Late Submissions, Withdrawals, and Corrections *8*
1.4 COST OF PREPARING A BID 9
1.4.1 City of Oxford Not Responsible for Preparation Costs *9*
1.4.2 All Timely Submitted Materials Become City of Oxford Property *9*
1.5 SPECIAL NOTICES 10
SECTION 2: BID RECEIPT AND EVALUATION PROCESS **11**
2.0 AUTHORITY 11
2.1 RECEIPT OF BIDS 11
2.1.1 Public Information *11*
2.1.2 Procurement Agent's Review of Bids *11*
2.2 CLASSIFICATION AND EVALUATION OF BIDS 11
2.2.1 Initial Classification of Bids as Responsive and Responsible *11*
2.2.2 Evaluation of Bids *11*
2.2.3 Completeness of Bid *12*
2.2.4 Contract Award *12*
2.3 CITY OF OXFORD'S RIGHTS RESERVED 12
SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS **12**
3.0 ORGANIZATION OF BID 12
3.1 BID COPIES REQUIRED, DEADLINE FOR RECEIPT 13
3.2 BID OPENING 14
3.3 CITY OF OXFORD'S INTENT 14
3.4 REQUIRED INFORMATION 14
SECTION 4: BIDDER QUALIFICATIONS **15**
4.0 CITY OF OXFORD'S RIGHT TO INVESTIGATE 15
4.1 BIDDER INFORMATIONAL REQUIREMENTS 15
4.1.1 Georgia Department of Transportation Prequalification *15*
4.1.2 References *15*

4.1.3 Resumes/Company Profile and Experience 15
SECTION 5: COST SUBMISSION 16
SECTION 6: TERMS AND CONDITIONS 19
6.0 Additional Contract Provisions and Terms 19
6.1 Performance Prior to Contract Execution 19
6.2 Contract Term 19
6.3 Subcontractors 19
6.4 Bonding Requirements 20
6.5 Time for Completion; Liquidated Damages 20
6.6 General Insurance Requirements 21
6.7 Independent Contractor 22
6.8 Compliance with Illegal Immigration Reform and Enforcement Act 22
E-Verify Program 22
6.9 Compliance with Laws 23
6.10 Substitutions and Change Orders 23
6.11 Contract Termination 23
6.12 Invoicing and Payment 23
6.13 Miscellaneous 24
7.0 General Conditions 24
APPENDIX A: STANDARD FORMS 33
Bid Proposal 34
Certifications 35
Bid Bond 37
Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9) 39
APPENDIX B: TAX FORMS 41
Request for Taxpayer Identification Number and Certification (W-9) 41
APPENDIX C: DEFINITIONS OF CERTAIN TERMS 42
APPENDIX D: SAMPLE CONTRACT DOCUMENTS 44
I. SCOPE OF WORK 44
100% Performance Bond 57
110% Labor and Material Payment Bond 59
Final Affidavit 62
APPENDIX E: SPECIAL CONDITIONS, SPECIFICATIONS, AND SPECIAL PROVISIONS 63
APPENDIX F: SPECIAL STIPULATIONS 128
APPENDIX G: GEOTECHNICAL PAVEMENT EVALUATION LETTER 128

SCHEDULE OF EVENTS

EVENT	DATE
ITB Issue Date	04/19/2024
Pre-Bid Conference	05/03/2024; 2:00 PM
Deadline for Receipt of Written Questions	05/10/2024; 4:00 PM
Deadline for Posting of Written Answers	05/15/2024; 4:00 PM
ITB Response (Bid) Due Date/Time	05/20/2024; 2:00 PM

CITY OF OXFORD HOURS OF OPERATION:

Monday – Friday 9:00 AM – 5:00 PM;

(All time references in this document are to be understood as local, Eastern Time)

SECTION 1: ITB INSTRUCTIONS

1.0 Single Point of Contact

- Bidders are not allowed to communicate with any City of Oxford staff regarding this procurement, except the City of Oxford's agent in charge of this solicitation.
- Any unauthorized contact may disqualify the Bidder from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent:	George Kakunes
Address:	AtkinsRealis 1600 RiverEdge Pkwy. Suite 700 Atlanta, GA 30328
Telephone Number:	(678) 247-2504
E-mail Address:	george.kakunes@atkinsrealis.com

1.1 Required Review

1.1.1 Definitions of Certain Terms: Appendix C of this document contains definitions to a list of procurement terms that may be used in the ITB and procurement process. Bidders are encouraged to review these terms for intent and meaning used throughout the ITB and contracting process.

1.1.2 Review of ITB: Bidders should carefully review this ITB in its entirety including all instructions, requirements, specifications, and terms/conditions, and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this ITB.

1.1.3 Addenda: The City of Oxford may revise this ITB by issuing an addendum prior to the ITB Response Due Date/Time. The addendum will be posted on the City of Oxfords' website alongside the posting of the ITB https://www.oxfordgeorgia.org. Any publicly issued addendum will become part of the bid documents and subsequent contract.

- Bidders must sign and return any addendum acknowledgement page with their Bid response.
- Failure to submit Bid in accordance with an addendum may be cause for rejection.
- The City of Oxford may postpone an opening/due date and time in order to notify vendors of an addendum and to give Bidders sufficient time to respond to the addendum.

It is the Bidder's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this Project.

1.1.4 Form of Questions: Bidders with questions, requiring clarification, or interpretation of any section within this ITB must be addressed to the City of Oxford's procurement agent, contact identified within this ITB. Questions in writing shall be emailed to George Kakunes at george.kakunes@atkinsrealis.com.

- Questions must be received by the City of Oxford on or before 5/10/2024, 4:00 PM.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

1.1.5 City of Oxford's Answers: The City of Oxford will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.1.4* through an addendum.

- Answers to questions will be posted by 4:00 PM, 5/15/2024 on the website: https://www.oxfordgeorgia.org
- Any material changes to the ITB, including changes to the Scope of Project/Specifications, Calendar of Events, etc., will be formally communicated through an addendum that will be added posted on the website https://www.oxfordgeorgia.org

- Bidders must sign and return any addendum acknowledgement page with their bid (see Section 1.1.3).
- Any other form of interpretation, correction, or change to this ITB will not be binding upon the City of Oxford.

1.2 Pre-Bid Conference

A Voluntary Pre-Bid Conference will be held on **5/03/2024** at **2:00 PM** via Microsoft Teams. Please send an e-mail to George Kakunes at george.kakunes@atkinsrealis.com for a meeting invite.

- Bidders may use this opportunity to ask clarifying questions or obtain a better understanding of the Project or to notify the City of Oxford8 of any ambiguity, inconsistency, or error that may be discovered upon examination of this ITB.
- All responses to questions at the Pre-Bid Conference will be oral and in no way binding on the City of Oxford. (See Sections1.1.4 and 1.1.5)

1.3 Submitting a Bid

1.3.1 Failure to Comply with Instructions: The City of Oxford may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any responses that fail to comply with these instructions, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.2 Standard Forms: Bidders ***must*** respond to this ITB by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before the contract award process commences. See Appendix A for further instructions.

1.3.3 Standard Contract: By submitting a Bid in response to this ITB, Bidders agree to execute a contract materially incorporating those certain provisions set forth in ***Section 6 Terms and Conditions*** upon contract award by the City of Oxford. Bidders acknowledge that ***Section 6 Terms and Conditions*** does not define the total extent of the contract language.

1.3.4 Bidder's Signature:

- The first page of this ITB and any other pages requiring signatures must be signed by an individual authorized to legally bind the legal entity submitting the Bid and must be submitted with the Response.
- The Bidder's signature on a Bid in response to this ITB represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City of Oxford from obtaining the best possible supply or service.
- By signing and submitting a response to this ITB, Bidder acknowledges and agrees that the Bidder has carefully examined and fully understands the provisions and requirements of this ITB; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Bidder's Bid is accepted, Bidder will enter into a contract with the City of Oxford and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the Bid response must be furnished upon request.

1.3.5 Organization of Bid: Each Bid response must be organized in the order set forth in Section 3 of this ITB. The original Bid document and each Bid document copy shall have tabs separating each response section.

1.3.6 Late Submissions, Withdrawals, and Corrections:

Late Bid: Regardless of cause, late Bids **will not** be accepted and will automatically be disqualified from further consideration. It shall be the Bidder's sole risk to assure delivery to the receptionist's desk at the designated office by the designated ITB Response (Bid) Due Date/Time. Late Bids will not be opened and may be returned to the Bidder at the expense of the Bidder or destroyed if requested.

Type text here

Bid Withdrawal: A Bidder requesting to withdraw its Bid prior to the ITB Response (Bid) Due Date/Time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the Bidder.

A Bidder requesting to withdraw after the Bid has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the Bidder. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally, bid withdrawal after Bids are opened for reasons other than obvious clerical errors is not permitted.

Bid Correction: If an error is discovered prior to the opening, the Bidder can submit a corrected Bid. The corrected Bid should be clearly marked to indicate that it replaces the Bid originally submitted.

If an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder may submit a letter to the designated Procurement Agent within two (2) business days of opening requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the Bidder or subject legal entity. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the Bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the City of Oxford and the revised total Bid amounts are then to be used to determine the lowest reliable Bidder.

1.4 Cost of Preparing a Bid

***1.4.1 City of Oxford Not Responsible for Preparation Costs*:** The costs for developing and delivering Bids, responses, or submissions to this ITB and any subsequent presentations of the Bid as requested by the City of Oxford are entirely the responsibility of the Bidder. The City of Oxford is not liable for any expense incurred by the Bidder in the preparation and presentation of its Bid.

***1.4.2 All Timely Submitted Materials Become City of Oxford Property*:** All materials submitted, including those from awarded Bidder as well as those from unsuccessful Bidders, in response to this ITB become the property of the City of Oxford and are to be appended by Bidder to any formal documentation, which may further define or expand any contractual relationship between the City of Oxford and Bidder resulting from this ITB process.

1.5 Special Notices

SPECIAL NOTICES

SPECIAL NOTICE 1

Right of Way Acquisition for the realignment of Whatcoat St. is complete.

SPECIAL NOTICE 2

The time allowed for completion of the project will be Three Hundred Sixty (360) calendar days. At the discretion of the Engineer, liquidated damages of $1000 per consecutive calendar day shall be assessed for failure to complete the project within the specified time frame.

SECTION 2: BID RECEIPT AND EVALUATION PROCESS

2.0 Authority

This ITB is issued under the authority of the City of Oxford Act and applicable law. The City of Oxford has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of Bids

***2.1.1 Public Information*:**

During the opening of Bids, the Bidder's name, bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time.

***2.1.2 Procurement Agent's Review of Bids*:** The City of Oxford will open and review the Bids to determine if the bid is responsive and responsible.

2.2 Classification and Evaluation of Bids

***2.2.1 Initial Classification of Bids as Responsive and Responsible*:**

All Bids will initially be classified as either "responsive" or "nonresponsive".

1. Bids may be found nonresponsive any time during the evaluation process if
   - any of the required information is not provided;
   - the submitted price is found to be excessive or inadequate; or
   - the Bid does not comply with the plans and specifications as described and required in this ITB.

   Submissions found nonresponsive will not be considered further.
2. The City of Oxford or designee will determine whether a Bidder has met the standards of responsibility – i.e., whether the Bidder has the capability in all respects to perform fully and reliably the requirements of this ITB and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Bid response if information surfaces that would result in a determination of non-responsibility.
   - If a Bidder is found non-responsible, the determination must be in writing, made a part of the procurement file, and sent to the affected Bidder.

***2.2.2 Evaluation of Bids*:** During the evaluation of the Bids, the City of Oxford reserves the right to request clarification of Bid responses and the right to request the submission of references, if deemed necessary for a complete evaluation of Bids.

Award will be made to the responsive and responsible Bidder whose Bid is most economical according to designated criteria.

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors:

- price;
- conformity to specifications;
- financial ability to meet the contract;
- previous performance;
- facilities and equipment;
- availability of repair parts;
- and other objective and accountable factors, if any.
- experience;
- delivery promise;
- terms of payment;
- compatibility as required;
- other costs;

The City of Oxford shall be the sole judge of the factors and will make the award in the best interest of the City of Oxford.

2.2.3 Completeness of Bid: Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

2.2.4 Contract Award: Contract award, if any, will be made by City of Oxford. The City of Oxford may elect to electronically deliver contracts to the awarded Contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures.

2.3 City of Oxford's Rights Reserved

While the City of Oxford has every intention to award a contract as a result of this ITB, issuance of the ITB in no way constitutes a commitment by the City of Oxford to award and execute a contract. Upon a determination such actions would be in its best interest, the City of Oxford, in its sole discretion, reserves the right to:

- cancel or terminate this ITB at any time. A notice of cancellation will be issued on the City of Oxford's website. If the ITB is cancelled, the City of Oxford will not reimburse any Bidder for the preparation of its Bid. Bids may be returned, at Bidder's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to this ITB;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of this ITB which would not have significant impact on any Bid or submission;
- not award a contract if it is in the best interest of the City of Oxford not to proceed with contract execution; and
- terminate any contract if the City of Oxford determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.0 Organization of Bid

Each Bid must be organized in the order set forth below. Paper Original and Copy section shall have tabs separating each section. Each Bid and Copies must be submitted in a sealed envelope/package.

Sealed Bid envelope/package must be marked on the exterior with the following:

- Bidder's Name,
- ITB #,
- ITB Title, and
- ITB Response (Bid) Due Date/Time.

1. **Cover Page** – Bidder's authorized official to complete, sign, and return with Bid response;
   a. By submitting a response to this ITB, Bidder acknowledges and agrees that Bidder has carefully examined and fully understands the provisions and requirements of this ITB, has made a personal examination of the site of the proposed Project (if applicable), is satisfied as to the actual conditions and requirement of the proposed Project, and hereby proposes and agrees that if Bidder's Bid is accepted, Bidder will contract with the City of Oxford in full conformance with the Contract Documents. Bidders should include a listing of any exceptions to *Sections 1, 2,* and *6* (including subsections).
2. **Section 3, Scope of Project/Specifications** – include all requested documents, information, exceptions, clarifications, etc.;
3. **Section 4, Bidder Qualification** – include all requested documents and information;

   In addition, the required Bidder must be prequalified with GDOT and provide a Certificate of Qualification from GDOT
4. **Section 5, Cost Submission Form with Bid Price Certification** – Bidder's authorized official to complete, sign, and return with Bid response.

a. Bidders ***must*** respond to this ITB by utilizing the Cost Submission Form found in Section 5. (This form may also be provided as a separate, fillable Excel worksheet.)

b. Except in rare cases as described in Section 1.3.6, a Bid may not be corrected, withdrawn, or canceled by the Bidder for a 120-day period following the deadline for Bid submission as defined in the Schedule of Events (ITB Response (Bid) Due Date/Time), or receipt of best and final offer, if required, and Bidder so agrees in submitting the Bid.

c. The Cost Submission Form will be used as the primary representation of each Bidder's cost/price and will be used extensively during Bid evaluations.

d. Additional information should be included as necessary to explain in detail the Bidder's cost/price.

5. **Appendix A, Standard Forms**– Complete each of the following as directed on each form, sign, and return with Bid response:

   a. Disclosure Form – complete, sign, and return with Bid response.

   b. Bid Bond or Certified Check.

   c. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with bid response.

   d. W-9, Request for Taxpayer Identification Number and Certification.

6. **Appendix G, Geotechnical –** The letter prepared by S&ME, Titled "Limited Pavement Evaluation Whatcoat Street Improvements", dated February 23, 2024 is provided for the Contractor's use as information only.

7. **Addenda** – if any addenda are formally issued by the City of Oxford, Bidder must complete, sign, and return Page 1 Addendum Acknowledgement with Bid acknowledging receipt and adherence to any changes in the ITB.

3.1 Bid Copies Required, Deadline for Receipt

1. Each Bid must be received in sealed, opaque packaging.
2. Bids must be at the location noted below prior to the ITB Response (Bid) Due Date/Time **2:00 PM EDT** on **05/20/2024**. Each bid response received must be delivered to this location and Time/Date stamped upon delivery.

   City of Oxford hours of operation for receipt of deliveries:

   Monday – Thursday 9:00 am – 5:00 pm;

   City of Oxford
   110 West Clark Street
   Oxford, GA 30054
   Attn: Bill Andrew

3. Faxed or e-mailed responses to Requests for Bids are NOT accepted and will not be reviewed.
4. Bidders must submit the following number of copies to the address set forth on the Cover Page:
   - **One (1) Hard Original Copy Unbound** (3-ring binder OK), marked "Original" with original signatures.
   - **Two (2) Hard Copies Unbound** (3-ring binder OK), marked "Copy".
   - **Two (2) Flash Drive Copies.**
     a. Mark all Flash Drives with Bidder's name and ITB name and number.
     b. All digital files must be in either (unless otherwise specified within this document):
        i. Microsoft Office file format or
        ii. Portable Document Format (PDF).
     c. Use caution in creating the electronic files. If the City of Oxford is unable to open files due to data-corruption, the Bidder's Bid may be considered incomplete.
     d. ***NOTE:*** All digital and hard copies must include exactly the same information as provided in the hard "Original" copy.

3.2 Bid Opening

For all that wish to attend, the public Bid Opening will be held at:

City of Oxford
110 West Clark Street
Oxford, GA 30054

3.3 City of Oxford's Intent

The City of Oxford's intent for this Project is the construction of the realignment of Whatcoat St., W George St., and GA Highway 81/Emory St. ("Project"). The relocation will consist of the removal and complete reconstruction and realignment of approximately 400 linear feet of Whatcoat St., the complete removal and reconstruction of approximately 200 linear feet of W George St, and the realignment of the intersection of W George St. and GA Highway 81/Emory St. The work includes pavement demolition, sidewalks, curb & gutter, and new roadway pavement. Other improvements include storm drain installation, mill and inlay pavement, signing and marking, landscaping, and lighting.

The Bidder shall comply with all specifications set forth in Appendix E and F of this document.

3.4 Required Information

The Bidder shall submit its Bid on the form furnished by the City of Oxford. The blank spaces on the Schedule of Items shall be filled in correctly for each Pay Item (except alternate items) and the Bidder shall fill in the Unit Price or a Lump Sum Price as called for in the Schedule of Items for each Pay Item listed therein. In addition, the Bidder shall also show the products of the respective Unit Prices and quantities and the total amount of the Bid by adding the amounts of all Bid Items. In the event of a discrepancy in any of the figures, the Unit Price will govern, and the Bid will be recalculated.

The Bidder who is awarded the Contract ("Contractor") shall commence the construction of the Project ("Work") with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed and shall continuously pursue the Work without interruption to completion. Please refer to Special Provision ("SP") 108 and 150 for specific lane closure limitations.

The Contractor shall fully complete the Construction Work within Three Hundred Sixty (360) calendar days from and including the Notice to Proceed.

The City of Oxford will process approved payment requests under this Project to the awarded Contractor. Payment to sub-contractors and suppliers is the responsibility of the awarded Contractor. The City of Oxford will not entertain any other payment arrangements.

The Contactor shall be responsible for performing with its own organization at least thirty percent (30%) of the work in this contract. The Contractor shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City of Oxford.

The Bidder shall comply with the most recent version of the GDOT Specifications, Special Provisions set forth in Appendix E and F of this Document, as well as all Details and Standards.

Construction is only permitted between the hours as noted in SP 108 and SP 150. The City of Oxford or its designee will have the final approval on any Work on Saturday's, or any Work being performed outside the City of Oxford's noise ordinance. Additionally, the Contractor shall notify the City of Oxford or its designee in writing 72 hours prior to any Work commencing.

Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City of Oxford or its designee for approval prior to commencing any operations at a given location. The Contractor shall adhere to the City's noise ordinance and lane closure policies when submitting a traffic control plan. Traffic control is entirely the responsibility of the Contractor and must comply with MUTCD standards. Please see Special Provision 150 for specific information regarding lane closures.

The Contractor will be required to attend a pre-construction conference with, at a minimum, the City of Oxford, any designee, the Engineer, the City, utilities, and any other appropriate stakeholders.

The Contractor shall use suppliers on the appropriate GDOT Qualified Products List.

All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide. The City of Oxford or its agents will perform the testing as required. The Contractor is responsible for asphalt mixture acceptance testing at the plant.

SECTION 4: BIDDER QUALIFICATIONS

4.0 City of Oxford's Right to Investigate

The City of Oxford may make such investigations as deemed necessary to determine the ability of the Bidder to provide the supplies and/or perform the services specified.

4.1 Bidder Informational Requirements

In determining the capabilities of a Bidder to perform the Work specified herein, the following informational requirements must be met by the Bidder. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be brief and relevant to the goals of this ITB.

Each Bid shall provide the following information:

4.1.1 Georgia Department of Transportation Prequalification: Bidder shall provide a copy of its current Certificate of Qualification or Certificate of Registration.

4.1.2 References: Bidder shall provide a minimum of two (2) references for each item/service specified in this ITB. The references may include any government, university, or similar entity where the Bidder, preferably within the last two (2) years, has successfully completed projects of a similar nature.

At a minimum, the Bidder shall provide:

- the company name,
- the location where the service was provided or item was installed/delivered,
- contact person(s),
- customer's telephone number,
- contact person's email address, and
- a complete description of the item/service type, and dates provided.

These references may be contacted to verify Bidder's ability to perform the contract. The City of Oxford reserves the right to use any information or additional references deemed necessary to establish the ability of the Bidder to perform the conditions of this request. Negative references may be grounds for Bid disqualification.

4.1.3 Resumes/Company Profile and Experience:

Bidder shall specify how long the individual/company submitting the Bid has been in the business of providing services similar to those requested in this ITB.

Bidder shall provide:

- A brief business profile.
- Name, telephone number, and email address of the Bidder's designated contact.
- A brief resume or summary of qualifications, work experience, education, skills, etc., for the proposed project manager and for all key personnel who will be involved with any aspect of the Work.

Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

November 9, 2022

CERTIFICATE OF QUALIFICATION
Vendor ID: 13586

Peach State Construction Co., LLC
P.O. Box 3355
Eatonton, GA 31024

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued: ***"Special provisions of this certificate provides that there will be "No competing bids with Gregory Bridge Company due to common ownership."***

MAXIMUM CAPACITY RATING:	**$113, 600,000.00**
CERTIFICATE EXPIRES:	**September 30, 2024**
PRIMARY WORK CLASS/CODE:	**441**
SECONDARY WORK CLASS(ES)/CODE(S):	**201, 205, 209, 310, 439, 500, 501A, 550 and 668**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov, O=Georgia Department of Transportation, OU=Division of Construction - Director, CN="Marc Mastronardi, P.E."
Date: 2022.11.18 10:09:11-05'00'

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:TKA

PEACH STATE
CONSTRUCTION COMPANY

PROJECT REFERENCES

Gwinnett County Concrete Maintenance, Gwinnett County, GA,
$3,000,000.00
Gwinnett County DOT – Jimmy Sudduth, Gwinnett County, 678-639-8896,
Jesse.Sudduth@gwinnettcounty.com
Annual concrete maintenance contract.

Winder to Fort Yargo Trail Connector, City of Winder, GA, completed.
$1,152,916.10
City of Winder – David Maynard, 404-317-9898, david.maynard@cityofwinder.com
Trail Construction

Industrial Blvd, City of Covington, completed.
$4,104,425.00
City of Covington – Tres Thomas, Planning & Dev Director, 770-385-2180,
tthomas@cityofcovington.org
DOT road project, including utilities.

East Jones Bridge Rd, City of Peachtree Corners, completed
$1,133.365.00
Keck & Wood – Sam Boldec, EIT, 678-417-4022, sboldec@keckwood.com
Trail Construction.

Moore Rd & Settles Bridge, completed, May, 2023.
City of Suwanee – Jim Simpson, 770-904-2793, Jim.Simpson@oneatlas.com
$374,448.00
Road and Drainage improvements.

Covington Trails, City of Covington, completed.
$1,109,725.00
City of Covington – Tres Thomas, Planning & Dev Director, 770-385-2180,
tthomas@cityofcovington.org
Clearing, grading and concrete installation of trail.

Hwy 138 @ East Fairview, in progress
$3,755,242.74
GDOT-Gonzalo Valenzuelaherrera, Project Engineer, (404) 895-5677
GValenzuelaherrera@dot.ga.gov
Roundabout/Intersection Improvements

SR81/Emory Street Sidewalks, in progress
City of Oxford – Sam Boldec, EIT, 678-417-4022, sboldec@keckwood.com
$1,536,169.35
SR81/Emory Street Sidewalks

Peach State Construction Co. LLC
P.O. Box 87
7260 Williams Brothers Drive
Covington, GA 30014
Phone: 770-788-6363
Fax: 770-788-6364

We are a construction company with approximately 40 employees. We are experienced in clearing & grubbing of the right of way, road excavation, subgrade construction, miscellaneous concrete installation, PCC Pavement, retaining walls, various concrete structures, including culverts, installation of storm drain pipe along with various miscellaneous drainage structures for projects, traffic control and erosion control.

Management

John M. Woody	Vice President Cell: 678-898-4812 john@peachstateco.com	30+ Years Experience
Rusty Andrews	Vice President Cell: 404-886-4954 rusty@peachstateco.com	30+ Years Experience

Superintendents:

Will Finch	Cell: 678-315-5422	15+ Years Experience
Blake Rouse	Cell: 678-381-9429	3+ Years Experience
David Mincey	Cell: 678-873-8607	20+ Years Experience
Allan Cartledge	Cell: 404-267-3360	3+ Years Experience

Engineer:

Tom Garrett, PE	Cell: 470-292-8954	20+ Years Experience

Foreman:

Ramon Castro	25+ Years Experience
Antonio Covarrubius	20+ Years Experience
Chuck Jones	30+ Years Experience
Marcos Vaca	20+ Years Experience
Rafael Alvardo	20+ Years Experience
Lorenzo Mendez	25+ Years Experience

Office Personnel

Cindy Sauls	cindy@peachstateco.com
Teresa Alford	teresa@peachstateco.com

Shop Personnel

Robert Taylor	Shop Foreman

Peach State Construction Co. LLC
P.O. Box 87
7260 Williams Brothers Drive
Covington, GA 30014
Phone: 770-788-6363
Fax: 770-788-6364

PEACH STATE
CONSTRUCTION COMPANY

John M. Woody

John M. Woody is Vice President of Peach State Construction Company, LLC. He offers 41 years of experience in site development, project management, road building and concrete installation. Before starting Peach State Construction Company in 2014, John worked as Vice President of Operations at ISC for 13 years. There, he managed a 30 million dollar portfolio annually. John is currently building projects for a diverse client base that includes government entities, utility companies, and private developers.







Peach State Construction Co. LLC
P.O. Box 87
7260 Williams Brothers Drive
Covington, GA 30014
Phone: 770-788-6363
Fax: 770-788-6364

PEACH STATE
CONSTRUCTION COMPANY

Russell S. Andrews

Russell Andrews is Vice President of Peach State Construction Company, LLC. He offers 35 years of experience in site development, project management, road building and concrete installation. Before starting Peach State Construction Company in 2014, Russell worked as Vice President of Operations at ISC for 13 years. There, he managed a 30 million dollar portfolio annually. Russell is currently building projects for a diverse client base that includes government entities, utility companies, and private developers.







SECTION 5: COST SUBMISSION

RELOCATION OF WHATCOAT ST., W GEORGE ST., AND GA HIGHWAY 81/EMORY ST. BID TAB						
ITEM #	GDOT ITEM #	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE*	TOTAL BID PRICE
		ROADWAY ITEMS				
	150-1000	TRAFFIC CONTROL	LS	1	28,600.00	28,600.00
	210-0100	GRADING COMPLETE	LS	1	78,350.00	78,350.00
	310-1101	GR AGGR BASE CRS, INCL MATL	TN	858	41.00	35,178.00
	402-3100	RECYCLED ASPH CONC 9.5MM SUPERPAVE, TYPE I, GP 1, OR BLEND 1, INCL BITUM MATL & H LIME	TN	109	300.00	32,700.00
	402-3113	RECYCLED ASPH CONC 12.5MM SUPERPAVE, TYPE I, GP 1 OR, GP2, INCL BITUM MATL & H LIME	TN	6	300.00	1,800.00
	402-3121	RECYCLED ASPH CONC 25MM SUPERPAVE, TYPE I, GP 1 OR, GP2, INCL BITUM MATL & H LIME	TN	17	300.00	5,100.00
	402-3190	RECYCLED ASPH CONC 19MM SUPERPAVE, TYPE I, GP 1 OR GP2, INCL BITUM MATL & H LIME	TN	209	250.00	52,250.00
	413-0750	BITUM TACK COAT	GL	170	5.00	850.00
	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	60	50.00	3,000.00
	441-0104	CONC SIDEWALK, 4 IN	SY	170	45.00	7,650.00
	441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	100	20.00	2,000.00
	441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	844	26.00	21,944.00
	441-6216	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	178	30.00	5,340.00
	441-7012	CURB CUT WHEEL CHAIR RAMP, TYPE B	EA	2	850.00	1,700.00
	500-9999	CLASS B CONCRETE, BASE PVMT WIDENING	CY	9	325.00	2,925.00
	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	315	75.00	23,625.00
	573-2006	UNDDR PIPE INCL DRAINAGE AGGR, 6IN	LF	75	45.00	3,375.00
	611-3030	RECONSTR STORM SEW MANHOLE, TYPE 1	EA	1	3,500.00	3,500.00
	668-1100	CATCH BASIN, GP 1	EA	1	3,100.00	3,100.00
	668-2100	DROP INLET, GP 1	EA	2	3,100.00	6,200.00
	668-2110	DROP INLET, GP 1, ADDL DEPTH	LF	2	250.00	500.00
	999-9000	WORK ALLOWANCE	LS	1	1,000.00	1,000.00
		TEMPORARY EROSION CONTROL				
	163-0232	TEMP GRASSING	AC	1	1,500.00	1,500.00
	163-0240	MULCH	TN	10	300.00	3,000.00
	163-0300	CONSTRUCTION EXIT	EA	1	850.00	850.00
	163-0550	CONSTRUCT & REMOVE INLET SED TRAP	EA	7	250.00	1,750.00
	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	1734	0.50	867.00
	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	100.00	100.00
	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	7	50.00	350.00

	171-0030	TP A SILT FENCE	LF	1734	5.00	8,670.00
	643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	568	7.50	4,260.00
		PERMANENT EROSION CONTROL				
	163-0527	CONSTRUCT AND REMOVE RIP RAP CHECKDAMS, STONE PLAIN RIP RAP/SAND BAGS	EA	2	250.00	500.00
	700-6910	PERMANENT GRASSING	AC	0.27	3,000.00	810.00
	700-7000	AGRICULTURAL LIME	TN	1	250.00	250.00
	700-8000	FERTILIZER MIX GRADE	TN	1	250.00	250.00
	700-8100	FERTILIZER NITROGEN CONTENT	TN	25	150.00	3,750.00
	700-9300	SOD	SY	1267	12.00	15,204.00
		SIGNING AND MARKING				
	634-1200	RIGHT OF WAY MARKERS	EA	4	250.00	1,000.00
	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	24	20.00	480.00
	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	1	50.00	50.00
	636-2070	GALV STEEL POSTS, TP 7	LF	64	14.00	896.00
	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	52	5.00	260.00
	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	498	5.00	2,490.00
	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	25	20.00	500.00
	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	340	5.00	1,700.00
	654-1004	RAISED PVMT MARKERS TP 4	EA	46	15.00	690.00
	999-9001	SITE LIGHTING ALLOWANCE	LS	1	$250,000.00	250,000.00

*** Unit prices will be utilized for any adds or deducts associated with changes.**

TOTAL BID	$ 620,864.00

Bid Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the Board within ninety (90) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY Peach State Construction Co, LLC

ADDRESS 7260 Williams Brothers Drive, P.O. Box 87, Covington, GA 30014

AUTHORIZED SIGNATURES 

PRINT / TYPE NAME(S) AND TITLE(S) John M. Woody/Vice President

CONTACT INFO: PHONE NUMBER 770-788-6363

CONTACT INFO: E-MAIL ADDRESS john@peachstateco.com

SECTION 6: TERMS AND CONDITIONS

The City of Oxford's standard terms and conditions, which will be incorporated into the contract between the Contractor and the City of Oxford ("Contract"), are set forth herein ("Terms and Conditions"). Bidders should notify the City of Oxford of any Terms and Conditions that either preclude them from responding to this ITB or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Bidder's Bid. Any requests for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City of Oxford reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

6.0 Additional Contract Provisions and Terms

This ITB, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the Bid of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City of Oxford and Contractor under any resulting Contract Documents, the Contract, will govern in accordance with the order of precedence set forth therein.

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction Transportation Systems, 2021 edition, and any Supplemental Specifications modifying them, including the modifications presented in Appendix E and F.

6.1 Performance Prior to Contract Execution

The successful Bidder shall not begin performance of the Project prior to the execution of a formal written contract by the City of Oxford and the successful Bidder. Any Bidder beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Bidder's risk and shall not be entitled to any compensation for such performance. In addition, the City of Oxford reserves the right to withdraw or cancel the award of this ITB.

6.2 Contract Term

The term ("Term") of the Contract commences upon execution by both parties and shall terminate upon the completion of the Project but in no event any later than Two Hundred Seventy (270) calendar days. A Notice to Proceed will be further provided for in the Contract.

The Contract price(s) and/or rates for the above-stated Contract term will remain as offered in the Contractor's Bid cost submission and accepted/awarded by the City of Oxford.

If applicable, any automatic renewal of the Contract, notice of intent to not renew will be given to the Contractor in writing by the City of Oxford, no less than thirty (30) days before the expiration date of the initial term of the contract.

6.3 Subcontractors

The lowest responsive and responsible Bidder will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Bid. The City of Oxford reserves the right to approve all subcontractors. The Contractor shall be responsible to the City of Oxford for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this ITB, or otherwise in the Contract Documents created as a result of any contract award derived from this ITB, shall create any contractual relationships between any subcontractor of the Contractor and the City of Oxford.

All federal forms listed in Appendix E shall be physically attached to contracts between the Contractor and Subcontractor.

6.4 Bonding Requirements

Bid Bond

A bid bond in the amount of 5% of contract price required for all Projects. Refer to Appendix A for Bid Bond form.

By signing and submitting this Bid to the City of Oxford, BIDDER agrees that in case of failure on its part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the City of Oxford as liquidated damages; otherwise, the check or Bond accompanying this Bid shall be returned to the BIDDER.

Performance and Payment Bonds

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give:

- Performance Bond in the amount of one hundred percent (100%) of the price of the Contract.
- Payment Bond in the amount of one hundred ten percent (110%).

"Performance bond" means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City of Oxford for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the City of Oxford.

"Payment bond" means a bond with good and sufficient sureties or guarantees payable to the City of Oxford and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project.

The life of these bonds shall extend through the Final Acceptance date of the Project for an additional sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Acceptance.

6.5 Time for Completion; Liquidated Damages

Liquidated damages requirements shall be set forth as shown in the Georgia Department of Transportation Standard Specifications for Transportation Systems, 2021 Edition and any Supplemental Specifications modifying them, including the modifications presented in the Appendices, refer to Section 1.5 Special Conditions for rate. Also see SP 108 for additional modifications.

The Contractor shall commence performance of the Work as set forth in the Notice to Proceed or otherwise in the Contract. The Contractor shall be required to perform the Work and achieve Substantial Completion and Final Completion by the dates either set forth in this ITB, the Bid, or as reasonably required by the City of Oxford. "Substantial Completion" shall mean that stage in the progression of the Work in which same is sufficiently complete in accordance with the Contract such that the City of Oxford can enjoy beneficial use and occupancy of the subject property or site and can utilize the improvements or renovations completed by the Work for their intended purpose. "Final Completion" shall mean the Work is complete in full accordance with the Contract and the Contract has been fully performed as determined by a final inspection of the City of Oxford following the Contractor's request for same. If the Contractor fails to achieve Substantial Completion and/or Final Completion by the dates set forth in the resulting contract, the Contractor shall be liable to the City of Oxford for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Contract; and for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth in the Contract, as

applicable. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable pre-estimate of delay damages likely to be sustained by the City of Oxford for any such breach, as it is mutually agreed that any such actual and consequential damages incurred by the City of Oxford for such breach would otherwise be difficult to ascertain.

6.6 General Insurance Requirements

The following is informational for this ITB. Upon Board approval, the awarded Contractor shall provide the City of Oxford with a Certificate of Insurance to the address listed under *Section 1.0* indicating the existence of the policies prior to the beginning of the Contract Work or Term. Thereafter, a renewal certificate shall be delivered to the City of Oxford at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Oxford as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Oxford, the Contractor shall deliver to the City of Oxford representative upon demand a certified copy of any policy required herein for review. Contractor shall obtain and maintain the following insurance coverages issued by an insurance company authorized to do business in the State of Georgia with a minimum A.M. Best rating of "A VII" and reasonably acceptable to the City of Oxford. Insurance provided by Contractor, with the exception of Workers Compensation and Professional Liability, shall be primary and non-contributory coverage and shall be endorsed accordingly and such insurance shall provide a waiver of subrogation to City of Oxford.

(a) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.

(b) Commercial General Liability Insurance including Bodily Injury and Property Damage in an amount of Two Million Dollars ($2,000,000) in the aggregate and One Million Dollars ($1,000,000) per occurrence.

(c) Automobile Liability Insurance in an amount of Two Million Dollars ($2,000,000) in the aggregate and One Million Dollars ($1,000,000) per occurrence.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work in the amount of One Hundred Thousand Dollars ($100,000).

(e) Umbrella Insurance in the minimum of Five Million Dollars ($5,000,000) over and above the underlying required coverages of Commercial General Liability and Auto Liability coverage. Insurance limits may be provided by any combination of primary and excess policies.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions and per the standard ISO ACORD insurance form. General Liability and Automobile liability insurance policies shall name City of Oxford, Oxford and the State of Georgia as additional insureds.

All insurance requirements shall be maintained in full force and effect during the life of the Agreement and shall cover liability resulting from Contractor's and Work regardless of when claims are made, during or after completion of the Work.

Indemnification. The awarded Contractor shall indemnify, defend, and hold the City of Oxford, and the State of Georgia, their agencies, departments, their officials, officers, directors, employees, inspectors, and Commissioners, harmless from claims, liability, damages, penalties, fines, loss, cost and expense including, without limitation, reasonable attorneys' fees and expenses, in connection with Contractor's negligent acts and omissions or intentionally wrongful misconduct in performance of the Contract to the extent caused by Contractor, its subcontractors, or anyone for whose acts Contractor may be liable. The indemnification obligations herein shall not be limited in any way by coverage limitations in Contractor's insurance policies. The Contractor agrees to satisfy and pay and cause to be discharged judgments of

record which may rendered against those indemnified hereunder to the extent caused by Contractor's, its subcontractors', or anyone for whose acts Contractor may be liable, negligent acts or intentionally wrongful misconduct in the performance of the Contract. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City of Oxford's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

6.7 Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City of Oxford. The Contractor shall have no authority to contract for or bind City of Oxford in any manner. Neither the Contractor nor its employees are employees of the City of Oxford. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City of Oxford with proof of compliance with the Workers' Compensation Act while performing work for the City of Oxford. Proof of compliance must be received at the address listed under *Section 1.0* with the original Bid.

6.8 Compliance with Illegal Immigration Reform and Enforcement Act

***E-Verify Program*:**

The City of Oxford is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City of Oxford shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Bidders submitting a Bid for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Bid.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Bidder shall submit a Bid for the physical performance of service unless the Bidder participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

(1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:

   a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

   b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

   c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

(2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

(1) The Contractor, if entering a contract with the City of Oxford providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.

(2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City of Oxford at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

(3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City of Oxford at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.

(4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

6.9 Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations as applicable.

6.10 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the City of Oxford or its authorized representative.

Where specific employees are proposed by the Contractor for the Work, those employees shall perform the Work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City of Oxford agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City of Oxford at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City of Oxford with prompt written notice of the need for such substitution and shall cooperate with the City of Oxford in providing a replacement.

6.11 Contract Termination

The City of Oxford may, by written notice to the Contractor, terminate the Contract without cause; provided, the City of Oxford must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

6.12 Invoicing and Payment

The City of Oxford agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City of Oxford during the pre-construction meeting or prior to the

commencement of the Work. Upon completion of the Work or, if agreed to by the City of Oxford, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed.

The Contractor shall submit, on a monthly basis (or on such other periodic basis set forth herein), an invoice for the portion of Work provided to the City of Oxford under the Contract at the billing address specified below. The City of Oxford shall withhold retainage as covered under the General Conditions and SECTION 109.07 PARTIAL PAYMENTS.

The City of Oxford will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City of Oxford will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Oxford
110 West Clark Street
Oxford, GA 30054
c/o AtkinsRealis
Email to: Bill Andrew at bandrew@oxfordgeorgia.org

Upon receipt of invoice and inspection and acceptance of the Work, the City of Oxford will render payment. All such invoices will be paid within forty-five (45) days by the City of Oxford unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

Bidders, who are individuals, shall provide their social security numbers on Page 1 of this ITB. Bidders, which are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this ITB. All Bidders shall provide a completed and signed W-9 located in Appendix A: Standard Forms with Bid submission.

6.13 Miscellaneous

None

7.0 General Conditions

GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition and the applicable Special Provisions and Supplemental Specifications modifying the 2021 Standard Specifications as well as any applicable details and standards apply to this Contract and are incorporated thereto by reference.

Additional specifications are for items not included in the GDOT Standard Specifications.

MODIFICATIONS TO GDOT STANDARD SPECIFICATIONS ARE AS FOLLOWS:

SECTION 101 DEFINITION AND TERMS

Section 101.10 BOARD Delete as written and substitute the following: the City of Oxford

Section 101.14 COMMISSIONER Delete in its entirety

Section 101.22 DEPARTMENT Delete as written and substitute the following: the City of Oxford

Section 101.24 ENGINEER Delete as written and substitute the following: AtkinsRealis USA, Inc.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Section 102.01 PREQUALIFICATION OF BIDDERS
Delete in its entirety and substitute the following:

Bids will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude, and the Contractors must be on the Georgia Department of Transportation "Prequalified Contractors" list at the time of the bid opening and have received a Certificate of Qualification in accordance with the Rules and Regulations approved and adopted by the State Transportation Board, prior to the bid opening.

Bidders may be required to submit additional evidence setting forth qualifications which entitle it to considerations as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the City of Oxford may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the Contract.

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK
Add the following paragraph:

The City of Oxford will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations.

Section 102.06 PREPARATION OF PROPOSAL
Delete in its entirety and reference Invitation to Bid and Instructions.

Section 102.07 REJECTION OF PROPOSALS
Add the following subparagraphs:

K. The City of Oxford reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the City of Oxford reserves the right to award the bid to the lowest responsive and responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, its financial responsibility, and work of this type successfully completed.

L. The City of Oxford reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to the City of Oxford.

M. The City of Oxford also reserves the right to reject any and all bids from any person, firm, or corporation who is has any pending claims with the City of Oxford or any of its partners.

Section 102.08 PROPOSAL GUARANTY
Delete in its entirety and substitute the following:
Bid must be accompanied by a cashier's check or bid bond in an amount of not less than five percent (5%) of the bid amount.

Section 102.09 DELIVERY OF PROPOSALS
Delete in its entirety and reference Invitation to Bid and Instructions.

Section 102.10 WITHDRAWAL OR REVISION OF PROPOSALS
Delete in its entirety and reference Invitation to Bid and Instructions.

Section 102.11 Public Bid
Delete in its entirety and reference Invitation to Bid and Instructions.

Section 102.15 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
Delete in its entirety and submit the Georgia Security and Immigration Compliance Act form with Bid submission.

Section 102.16 SUBMITTAL OF "REQUEST FOR ELIGIBILITY TO BID"
Delete in its entirety.

Section 102.17 SUBMITTAL OF CERTIFICATE OF CURRENT CAPACITY
Delete in its entirety.

Section 102.18 SUBMITTAL OF CONSTRUCTION CONTRACTORS BID OPPORTUNITY LIST
Delete in its entirety.

ADD Section 102.20 ADDENDA AND INTERPRETATION
See Invitation to Bid and Instructions – ADDENDA AND INTERPRETATION

SECTION 103 AWARD AND EXECUTION OF CONTRACT

Section 103.1 CONSIDERATION OF PROPOSALS

Delete the third sentence in its entirety and substitute the following:

In determining Unit Bid Prices, fractional parts of a cent less than one cent ($0.01) will not be considered significant and will be dropped.

Section 103.2 AWARD OF CONTRACT
Delete in its entirety and substitute the following:

"The Contract, if awarded, shall be awarded to the lowest responsive and responsible Bidder. The low bid will be determined based on the base bid. The base bid consists of the roadway items excluding water main installation and bid alternates. The City of Oxford reserves the right to exercise exclusive discretion as to the responsibility of any Bidder.

The Contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties.

The Contract will be awarded by the City of Oxford, if at all, within 90 calendar days after the opening of the Bids, unless the successful Bidder agrees in writing to a longer period for the Award.

Single as well as multiple bids for the Project will be opened and read. If only one bid is received on the Project and the amount of that bid is equal to or less than the City of Oxford's cost estimate for the Project, that bid may be used.

If only one bid is received and the amount of that bid exceeds the City of Oxford's cost estimate for the Project, the City of Oxford may, at its option, award the Contract, or reject the bid and re-advertise, perform the Work itself, or abandon the Project.

The Award of Contracts involving work financed entirely or in part by Federal funds is conditioned upon the concurrence of the Federal agency involved. No bids will be negotiated or adjusted.

The successful Bidder will be notified by letter to the address shown on its Bid that its Bid has been accepted and that it has been awarded the Contract. If the successful Bidder fails to execute the Contract and file acceptable bonds within the period set forth in Subsection 103.7 thereby causing cancellation of the award and forfeiture of the Proposal Guaranty, the City of Oxford may award the Contract to the next lowest reliable Bidder, re-advertise, abandon the Project, or perform the Work itself."

103.4 RETURN OF PROPOSAL GUARANTY:
Delete in its entirety and substitute the following:

"All Bid Guaranties may be retained until the Contract and Contract Bond have been signed and approved. Early release of Bid Guaranties, only from unsuccessful Bidders, will be considered if a request is made in writing."

Section 103.5 REQUIREMENTS OF CONTRACT BONDS
Delete in its entirety and substitute ITB Instructions section 6.4

Section 103.8 PROCEDURE FOR REQUESTING RECONSIDERATION BY RESPONSIVE REJECTED APPARENT LOW BIDDER
Delete in its entirety and substitute ITB Instructions section 6.4

SECTION 104 - SCOPE OF WORK

SECTION 104.03.A - AUTHORITY TO MAKE CHANGES:
Delete the second paragraph and substitute the following:

"The City of Oxford reserves and shall have the right to make such adjustments in the Work as may be necessary or desirable to complete the Work originally intended in an acceptable manner. Unless otherwise specified herein, the City of Oxford may make such adjustments in the Work which may increase or decrease the originally awarded Contract quantities. Adjustments shall not invalidate the Contract nor release the Surety, and the Contractor agrees to accept payment for such adjustments as if the altered work had been a part of the original Contract. The adjustments which are for Work within the general scope of the Contract shall be covered by Supplemental Agreement issued by the City of Oxford. Supplemental Agreements for altered Work shall include extensions of Contract time where, in the City of Oxford's opinion, such extensions are commensurate with the amount and difficulty of added Work. Whenever an alteration in character of Work involves a substantial change in the nature of the design or in the type of construction or materially increases or decreases the cost of performance, a Supplemental Agreement acceptable to both parties shall be executed before Work is started on such alternation, except that in the absence of a Supplemental Agreement acceptable to both parties, the City of Oxford may direct that the Work be done either by Force Account or at existing Contract prices subject to the provisions of Sub-Section 105.13. Any Force Account Agreement must be in writing, specifying the terms of payment and signed by the City of Oxford.

All Work shall be performed as directed and in accordance with the Specifications unless otherwise stated as part of the Contract Documents."

SECTION 105 CONTROL OF WORK

SECTION 105.01 AUTHORITY OF THE ATKINSREALIS USA, INC. ("ENGINEER")

Retain in its entirety and add the following paragraphs:

Neither Engineer's authority to act under this Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or Responsibility of Engineer to Contractor, and Subcontractors, any manufacturer, fabricator, supplier, or distributor, or any of their agents or employees, or any other person performing any of the Work.

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," or terms of like effect or import are used, or the adjective "reasonable," "suitable," "acceptable," "proper," or "unsatisfactory," or adjectives of the like effort or import are used to describe requirement, direction, review, or judgment of Engineer as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that Engineer shall have authority to supervise or direct performance of the Work.

Engineer will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the Work. At no time shall any direction of the Engineer to the Contractor incur any additional liability for the City of Oxford, it being expressly understood that any additional expense incurred by the Contractor as a result of Work performed at the direction of the Engineer must be approved in writing by Change Order or Supplemental Agreement before the Contractor shall be entitled to any additional compensation.

Any notice to any Contractor from the City of Oxford relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at its last given address, sent by electronic mail, or delivered in person to the said Contractor or its authorized representative on the Work.

105.13 CLAIMS FOR ADJUSTMENTS AND DISPUTES:
Retain as written and add the following to Sub Section 105.13.B.7:

Stand-By Rate will be 50 percent of the operating rate.

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

SECTION 107.13.F. MAILBOXES
Delete in its entirety and the replace with the following:

The Contractor shall have the responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron. It may be necessary for the Contractor to confer with the Post Office serving the area.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor, all damaged posts and/or mailboxes shall be replaced and installed by the Contractor at its expense, excluding mailbox enclosures of masonry construction. The Contractor will provide a new mailbox for any existing mailboxes, which cannot be relocated.

Any cost or costs to the Contractor for removing, relocating or installations of mailboxes as stated above shall be included in the overall bid price.

SECTION 107.15 RESPONSIBILITY FOR DAMAGE CLAIMS
Delete the paragraph and substitute the following:

The Contractor shall indemnify and save harmless the City of Oxford, the Engineer, State of Georgia, and their officials, agents and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safe-guarding the Work; or through use of unacceptable materials in constructing the Work; or because of any act of omission, neglect or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of its Contract as may be considered necessary by the City of Oxford for such purpose may be withheld for the use of the City of Oxford; or, in case no money is due, its surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the City of Oxford; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability and property damage insurance.

SECTION 107.21 GENERAL DESCRIPTION

L. The Contractor is responsible for the location of above and below ground utilities and structures which may be affected by the Work. Contractor providing utility work must have a current valid Utility Contractors License. It may be necessary on this Contract for the Contractor to call in an 811 utility locate ticket.

SECTION 108 PROSECUTION AND PROGRESS

SECTION 108.02 NOTICE TO PROCEED
Retain as written except as follows:

The Engineer has the authority to suspend the Work wholly or in part, for as long as it may deem necessary, because of unsuitable weather, or other conditions considered unfavorable for continuing the Work, or for as long as it may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provision of the Contract. If the performance of all or any portion of the Work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or Subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of its determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract."

SECTION 108.03 PROSECUTION AND PROGRESS
Delete the second paragraph and replace with the following:

The Contractor shall furnish the Engineer, for approval, a Progress Schedule immediately following the receipt of the Notice to Proceed. Unless otherwise specified, the schedule shall be prepared showing the critical path and will be used as the basis for establishing the controlling items of Work and as a check on the progress of the Work. The schedule should provide a sufficient level of detail relative to the pay items of Work and acceptable to the Engineer. Monthly schedule updates shall be submitted with the pay application on all projects having a duration greater than 90 calendar days. This Schedule will not be required on resurfacing projects.

SECTION 108.08 FAILURE OR DELAY IN COMPLETING WORK ON TIME
Delete the Schedule of Deductions table and replace with Special Provision 108.

SECTION 109 MEASUREMENT AND PAYMENT

SECTION 109.07 PARTIAL PAYMENTS
Delete the second Paragraph under "A. General"

ADD the following to "A. General"
Partial payments to the Contractor shall be made monthly, based on the value of Work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site.

Payment to the Contractor, less the amount of retainage, generally will be made within thirty (30) days of submission by the Contractor of a duly certified and approved estimate of Work performed during the preceding calendar month. The estimate shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed. Contractor's estimate must be accompanied by an updated critical path method project schedule based on actual progress to date for all projects with a duration less than 90 days. Contractor's estimate must also be accompanied by a utility report outlining progress of utility relocations and efforts made for coordination with utilities. The payment request shall not be considered if an acceptable project schedule and utility report are not included.

The amount of retainage shall be as follows:
1. Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Sum, including change orders and other authorized additions provided in the Contract is due;

2. When fifty (50%) percent of the Contract value, as described above, becomes due and the manner of completion of the Contract Work and its progress, quality, schedule are reasonably satisfactory to the City of Oxford, and there are no outstanding claims by the Contractor, Subcontractors, or material suppliers, the withholding of retainage may be discontinued at the discretion of the Engineer. The Contractor must submit a request in writing to the Engineer for any retainage reductions.

3. If after discontinuing the retention, the City of Oxford determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.

4. When the Work is substantially complete (operational or beneficial occupancy) and the City of Oxford determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by the City of Oxford, shall be withheld until such items are completed.

5. This Contract is governed by O.C.G.A. § 13-10-80, which requires that the Contractor, within ten (10) days of receipt of retainage from the City of Oxford, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, the City of Oxford, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

Within sixty (60) days after the Work is fully completed and accepted by the City of Oxford, the balance due under the Contract minus any deductions shall be paid; provided, however, that final payment shall not be made until the Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including all remedial and repair work, final cleanup and restoration. All claims by the Contractor for compensation and extensions of time shall be submitted in writing within sixty (60) days after completion and acceptance of the Work as herein provided or they shall be forever barred.

Section 109.08 FINAL PAYMENT
Delete in its entirety and substitute the following:

.01 Before final acceptance of the Work and payment to the Contractor of the percentage retained by the City of Oxford, the following requirements shall be complied with:

A. Final Inspection: Upon notice from the Contractor that its Work is completed, the Engineer shall make a final inspection of the Work, and shall notify the Contractor of all instances where its Work fails to comply with the Drawings and Specifications, as well as any defects it may discover. The Contractor shall immediately make such alterations or additions as are necessary to make the Work comply with the Drawings and Specifications at no additional cost to the City of Oxford.

B. As-Built Drawings: The Contractor shall furnish as-built drawings (two sets of prints and AutoCAD file on CD) to the City of Oxford showing actual locations of construction installations.

C. Final Payment Estimate: When the Work under this Contract is completed, a final payment estimate shall be submitted representing the original Contract sum plus or minus all authorized extras and Change Orders to the Contract. The final payment shall not be due until the Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including all remedial work and final clean-up.

D. Acceptance and Final Payment: All prior certificates or estimates upon which payments have been made shall be considered approximate only, and subject to correction in the final payment. Acceptance of Final Payment by the Contractor shall constitute a full and final waiver and release of all claims arising out of the Contract or in any way related to the Work against the City of Oxford.

.02 Acceptance of the Work and the making of Final Payment shall not constitute waiver of any claims by the City of Oxford. Payments otherwise due the Contractor may be withheld by the City of Oxford because of defective Work not remedied, unadjusted damage to others by the Contractor or Subcontractors, vendors, or laborers, or claims threatened by third parties.

.03 All claims for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by the City of Oxford. Failure to present said claims within that period shall constitute a waiver of the claim by the Contractor. All claims are subject to final approval and audit by the City of Oxford's Board of Directors.

.04 The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the City of Oxford for work done, materials furnished, costs incurred,

or otherwise arising out of this Agreement and shall release the City of Oxford from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

.05 INTEREST: In the event the Contractor disputes the amount of the final payment issued, the amount due the Contractor shall be deemed by the Contractor and the City of Oxford to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the City of Oxford or by final judgment of the proper court in the event of litigation between the City of Oxford and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under Section 13-6-13 of the Official Code of Georgia and agrees that in the event suit is brought by the Contractor against the City of Oxford for any sum claimed by the Contractor under the Contract, for delay damages resulting from a breach of contract, for any breach of contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the City of Oxford to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this Contract control as to when and how the Contractor shall be paid for the Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

SECTION 110 – ELECTRONIC DELIVERY MANAGEMENT SYSTEM (E-TICKETING)
The City of Oxford and the Engineer reserve the right to waive the requirements of this section.

SECTION 149 - CONSTRUCTION LAYOUT

SECTION 149.3.01 CONSTRUCTION REQUIREMENT- PERSONNEL
Retain as written and add the following:
"The City of Oxford will furnish sufficient control points from which the centerline can be re-established by the Contractor. It will be the responsibility of the Contractor to check these for accuracy and report any discrepancies, which are found to the Engineer.

After the Contractor has verified the accuracy of the existing centerline, the control points are to be referenced and a permanent written record of the location will be provided to the Engineer, which will become the property of the City of Oxford.

The Contractor shall read and record original ground elevations in all cut areas before excavation begins. A permanent written record shall be maintained and provided to the Engineer, which will become the property of the City of Oxford.

The Contractor shall establish existing and final contours of any lakes or ponds affected by construction of the Project as provided in Section 166, Restoration or Alteration of Lakes and Ponds, when applicable."

SECTION 700 - GRASSING

SECTION 700.1 General Description
Retain as written and add the following:

Type of sod used on this Project will be required to match any type of grass or sod which may be planted and growing on the adjacent lawn (i.e., Bermuda sod for Bermuda sod, Zoysia for Zoysia, etc.). Costs to be included in price bid for grassing.

702.3.06 Quality Acceptance-

The City of Oxford and the Engineer reserve the right to waive the requirements of this section.

SECTION 997- MOWING
ADD:

"Mow seeded areas of median, shoulders, and front slopes at least every 2 months. Avoid damaging desirable vegetation. In addition, mow as necessary to prevent tall grasses from obstructing signs, delineation, traffic movements, sight distance, or otherwise becoming a hazard to motorists. Do not mow lespedezas or tall fescue until after the plants have gone to seed."

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this ITB.

Instructions for Submitting Required Standard Forms

One completed original of each of the first three forms listed below is to be returned within the sealed Original Bid package. It is not required to include forms in Bid Copies.

- **Forms Required to be Returned With Every Bid Submitted:**
  1. Bid Proposal Form
  2. Certifications Form
  3. Bid Bond – A certified check may be submitted in lieu of a Bid Bond.
  4. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
  5. Request for Taxpayer Identification Number and Certification (W-9)

Bid Proposal

Proposal of Peach State Construction Co, LLC (hereinafter called "Bidder"), a contractor organized and existing under the laws of the State of Georgia, *an individual, a corporation, limited liability company, or a partnership doing business as a corporation.

*Strike out inapplicable terms.

THIS BID SUBMITTED TO: The City of Oxford

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into a Contract with the **City of Oxford** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Price(s) and within the Contract Time indicated in the Bid.

BIDDER agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the construction of the following Project:

> Realignment of Whatcoat St., W George St, and GA Highway 81/Emory St.: including approximately 780 linear feet of roadway improvements consisting of grading, drainage, sidewalks, curb and gutter, base, pavement, striping, and lighting.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:

Addenda #1 05/10/2024

2. **BIDDER** agrees that in case of failure on its part to execute said Contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying its Bid and the money payable thereon shall be forfeited to the **City of Oxford** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER.**

3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed Work. Being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and supplies, the **BIDDER** agrees to construct the Project within the time set forth herein and in accordance with the Contract Documents.

4. **BIDDER** has given the **City of Oxford** written notice of all conflicts, errors, or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **City of Oxford**.

5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

6. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.

7. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **City of Oxford**.

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

BIDDER further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision and to continuously pursue the work without interruption to completion and to complete the Work by Three Hundred Sixty (360) calendar days.
Attached hereto is a bid bond or certified check on the (Bank) N/A

in the amount of 5% of bid
(Five percent of Total Amount of Bid)

Executed on May 20, 2024 (date) in Covington (city), GA (state).

Peach State Construction Co, LLC
Company Name

Signature of Authorized Officer or Agent

John M. Woody/Vice President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20th DAY OF May, 2024.

Teresa V. Alford
Notary Public

My Commission Expires: August 9, 2025

TERESA V. ALFORD NOTARY PUBLIC ROCKDALE COUNTY EXPIRES GEORGIA August 9, 2025

Certifications

EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Specifications and Plans for this project and any modifications identified in the contract documents included in and made a part of this Proposal and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and complete all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the specifications.

I also hereby agree that the **City of Oxford** would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the **City of Oxford** as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the **City of Oxford**, as required by the laws of the State of Georgia. This bond shall not only service to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the City of Oxford or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department.

Also, by signing and submitting this Contract, I hereby certify that I will notify the City of Oxford through its representative of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of City of Oxford employees.

Peach State Construction Co, LLC
Company Name

Signature of Authorized Officer or Agent

John M. Woody/Vice President
Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the 20th day of May, 2024.

Teresa V. Alford
Notary Public

August 9, 2025
My Commission Expires

TERESA V. ALFORD NOTARY PUBLIC ROCKDALE COUNTY EXPIRES GEORGIA August 9, 2025

Bid Bond

Bid Bond # N/A

(Five Percent (5%) of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Peach State Construction Co., LLC, as **CONTRACTOR**, and

Hartford Accident and Indemnity Company, as **SURETY**, are hereby

held and firmly bound unto the City of Oxford, in the penal sum of

Five Percent of Amount Bid Dollars ($ 5%) for

the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 20th day of May , 202 4 .

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **City of Oxford** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the

> Realignment of Whatcoat St., W George St, and GA Highway 81/Emory St.: including approximately 600 liner fee of roadway improvements consisting of grading, drainage, sidewalks, curb and gutter, base, pavement, striping and lighting.

NOW, THEREFORE,

(a) If said bid shall be rejected or in the alternate,

(b) If said bid shall be accepted and the **CONTRACTOR** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BID BOND

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **City of Oxford** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Peach State Construction Co., LLC

CONTRACTOR (SEAL)

By: _____

John M. Woody, Vice President

Hartford Accident and Indemnity Company

SURETY (SEAL)

By: _____

Representative **David C. Eades, Attorney-In-Fact**

Surety Contact Information:

Address: **900 Ashwood Parkway, Suite 330, Atlanta, GA 30338**

Phone: **404-809-2530**

Fax: **404-809-2531**

Email: **deades@acrisure.com**

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PENTARISK ASSOCIATES OF GEORGIA
Agency Code: 20-267347

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
David C. Eades, Emmett H. Hall, W. Parker Hix, Avery Kenimer, Carrie J. Key of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 20th 2021

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Contractor named below which is contracting with the City of Oxford, has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. The affiant agrees to continue to use the federal work authorization program throughout the contract period. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Oxford, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Oxford, within five (5) days from when the subcontractor(s) is retained to perform such service.

Peach State Construction Co, LLC
Contractor Name

BY: Authorized Officer or Agent

March 7, 2014
Federal Work Authorization Enrollment Date

Vice President
Title of Authorized Officer or Agent of Contractor

761966
Identification Number

John M. Woody
Printed Name of Authorized Officer or Agent

7260 Williams Brothers Dr, Covington, GA 30014
Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
20th DAY OF May, 2024

Notary Public
My Commission Expires: August 9, 2025

TERESA V. ALFORD NOTARY PUBLIC ROCKDALE COUNTY EXPIRES GEORGIA August 9, 2025

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Subcontractor named below which is engaged in the physical performance of services under a Contract with _____ (name of Contractor) which in turn is contracted with the City of Oxford, has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

_____
Subcontractor Name

_____ _____
BY: Authorized Officer or Agent Federal Work Authorization
(Subcontractor Name) Enrollment Date

_____ _____
Title of Authorized Officer or Agent of Subcontractor Identification Number

_____
Printed Name of Authorized Officer or Agent

_____
Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__

_____
Notary Public
My Commission Expires: _____

APPENDIX B: TAX FORMS

Request for Taxpayer Identification Number and Certification (W-9)

Form **W-9** (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Peach State Construction Co, LLC

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7260 Williams Brothers Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Covington, GA 30014

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 61-1730113

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ MAY 20-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

APPENDIX C: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the ITB process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Bidder will not withdraw the Bid. The Bidder will furnish bonds in the required amount and if the contract is awarded to the bonded Bidder, the Bidder will accept the Contract as Bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful Bidder that protects the public entity from loss due to the Bidder's inability to complete the Contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: The formal written agreement executed by the City of Oxford and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: Collectively refer to the ITB as issued by the City of Oxford and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded Contractor including any amendments thereto.

Contractor: The successful Bidder or Offeror to whom (or which) a Contract resulting from the ITB, RFP, or RFQ is awarded by the City of Oxford, and who (or which) has executed a formal written Contract with the City of Oxford to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City of Oxford due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (ITB): The method of procurement when the cost of goods and/or services is $50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with Bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City of Oxford to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Appen's Oxford-Roswell Herald.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Procurement Agent: City of Oxford Procurement team member or designated person representing the primary contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Project: The entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB and the Contract Documents and as generally described in the title to this ITB.

Responsible: The Bidder has the capacity in all respects to perform fully the Contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The Bidder has submitted a Bid that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Work: The furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sterling Seacrest Pritchard, Inc.
2500 Cumberland Pkwy
Suite 400
Atlanta GA 30339

CONTACT NAME: Marie Bearden
PHONE (A/C, No, Ext): 404-602-5678 **FAX (A/C, No):** 678-701-1728
E-MAIL ADDRESS: mbearden@sspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : Allmerica Financial Benefits	41840
INSURER C : Hanover Insurance	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PEACSTA-03
Peach State Construction Co., LLC
PO BOX 87
Covington GA 30014

COVERAGES **CERTIFICATE NUMBER:** 986630843 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZBAJ666612	3/13/2024	3/13/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 10,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			AWAJ666856	3/13/2024	3/13/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			UHAJ666612	3/13/2024	3/13/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WBAJ666484	3/13/2024	3/13/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached Forms:
421-2915 12 14 Commercial General Liability Broadening Endorsement
461-0155 (9-97) Business Auto Coverage Broadening Endorsement
461-0478 12 12 Blanket Additional Insured - Primary and Non-Contributory
WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement

CERTIFICATE HOLDER
City of Oxford
110 W. Clark Street
Oxford GA 30054

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. **Additional Insured – Primary and Non-Contributory**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. **Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. **Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. **Medical Payments**

a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS,** Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. **Newly Acquired Or Formed Organizations**

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. **Non-Owned Watercraft**

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. **Aircraft, Auto Or Watercraft**

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. **Supplementary Payments Increased Limits**

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. **Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. **Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **CANCELLATION EXTENSION**

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. **EMPLOYEE HIRED "AUTOS" Description Of Covered Auto Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. **BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1996

4. **EMPLOYEES AS INSUREDS**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. **SUPPLEMENTARY PAYMENTS**

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. **AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. **EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:**

d. **Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

e. **Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. **GLASS BREAKAGE DEDUCTIBLE**

The following is added to SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1996

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph 4. **Coverage Extension.** of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

11. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1996

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto' at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However , this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay , under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

2. Both:

   a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

   b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of

   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
   c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1996

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. **RENTAL REIMBURSEMENT** and **MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. **Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto" . Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.

2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A.** 4. Coverage Extension.

13. **AIRBAG COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph **3.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1996

14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1.** or **2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

   (1) You, if you are an individual;
   (2) Any partner or insurance manager if you are a partnership; or
   (3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1996

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO – WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions,** paragraph **7. Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1996

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured:**

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

(1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or

(2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS,** Paragraph **B. General Conditions,** subparagraph **5. Other Insurance:**

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured,** subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

(1) For the sole negligence of the additional "insured"; or

(2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

(3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;

2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and

3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

461-0478 12 12 Includes copyrighted material of ISO Insurance Services Office, Inc., with its permission

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

GA

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured: Peach State Construction Co., LLC

Effective Policy No.
03/13/2024 WBAJ666484

Endorsement No.
Premium

Insurance Company
Citizens Insurance Company of America

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance.

STATE	ATKINS PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	100085499	01	33



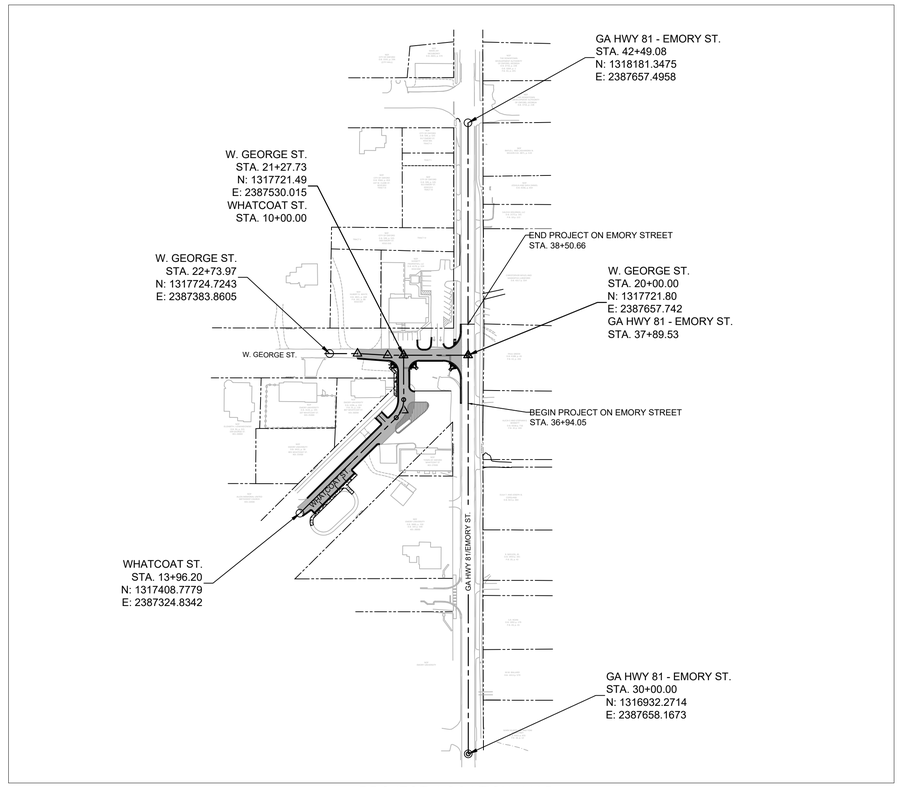
LOCATION SKETCH NTS

CITY OF OXFORD
NEWTON COUNTY, GEORGIA

CONSTRUCTION PLANS FOR

THE REALIGNMENT OF WHATCOAT ST., W. GEORGE ST., AND GA HIGHWAY 81/EMORY ST.

LOCATED OFF OF GA HWY 81/EMORY ST. TO THE WEST



PROJECT LOCATION MAP

150 75 0 150 300

(IN FEET)

1 inch = 150 ft.

MAYOR: DAVID EADY
COUNCILMEMBER: ERIK OLIVER (POST 1)
COUNCILMEMBER: GEORGE HOLT (POST 2)
COUNCILMEMBER: LAURA MCCANLESS (POST 3)
COUNCILMEMBER: MIKE READY (POST 4)
COUNCILMEMBER/MAYOR PRO-TEM: JIM WINDHAM (POST 5)
COUNCILMEMBER: JEFF WEARING (POST 6)
CITY MANAGER: BILL ANDREW

FUNCTIONAL CLASS:
XXXXXXXXX

THIS PROJECT IS 100% IN THE CITY OF OXFORD AND
IS 100% IN CONGRESSIONAL DISTRICT NUMBER 004.

LAND DISTRICT NUMBER: N/A
LAND LOT: N/A

SPEED LIMIT: 25 MPH AND 35 MPH
SPEED DESIGN: 25 MPH (WHATCOAT ST. & W. GEORGE ST.)
35 MPH (GA HWY 81/EMORY ST.)
DESIGNED IN ENGLISH UNITS.

THIS PROJECT HAS BEEN PREPARED USING THE NORTH AMERICAN DATUM, HORIZONTAL GEORGIA WEST ZONE COORDINATE SYSTEM OF (NAD83)/12B, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD88) OF 1988.

THIS PROJECT HAS BEEN DESIGNED TO COMPLY WITH TITLE II PROVISIONS OF THE AMERCIANS WITH DISABILITY ACT (ADA).

PROJECT DISTURBED AREA: 38,055.05 SQ. FT / 0.87 ACRES

A NOTICE OF INTENT (NOI) IS NOT REQUIRED BY LAW.

811 IF YOU DIG GEORGIA... CALL US FIRST! Know what's **below**. **Call** before you dig. UTILITIES PROTECTION CENTER

DATA FOR THIS PROJECT WAS ACQUIRED BY SURVEY BY JORDAN ENGINEERING, DATED 05/10/2023, TITLED "EXISTING CONDITIONS BASE MAP (SOUTH SECTION) & (NORTH SECTION)".

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

WHATCOAT ST., W. GEORGE ST., AND GA HWY 81 (EMORY ST.) REALIGNMENT	LENGTH OF PROJECT
TOTAL SITE ACREAGE	± 1.93 ACRES
TOTAL SITE DISTURBANCE	± 0.90 ACRES
NET LENGTH OF WHATCOAT ST.	± 396.20 LINEAR FEET
NET LENGTH OF W. GEORGE ST.	± 218.17 LINEAR FEET
NET LENGTH OF GA HWY 81/EMORY ST.	± 156.52 LINEAR FEET

AtkinsRéalis
AtkinsRéalis North America

1600 RIVEREDGE PARKWAY, NW, SUITE 700
ATLANTA GEORGIA 30328
PH: 770.933.0280
CERTIFICATE OF AUTHORIZATION #PEF000902
EXPIRATION DATE 06/30/2024

PLANS COMPLETED – 10/04/2023
REVISIONS:

DRAWING NO.
01-01

I:\100085499 City of Oxford GA - Whatcoat Street\CAD\DWG\BASE\PROPOSED\85499-C-COVER.dwg Oct 09, 2023 - 9:34am FLOY6251

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	09	33

DEMOLITION PLAN KEY NOTES

1. LIMITS OF SAW CUT
2. EXISTING CURB TO BE REMOVED
3. SIDEWALK TO BE REMOVED
4. EXISTING SIGN TO BE REMOVED
5. EXISTING CERAMIC CHANNEL MARKERS TO BE REMOVED
6. EXISTING UTILITY TO BE PROTECTED
7. EXISTING TREE TO BE PROTECTED
8. ISLAND TO REMAIN PROTECTED
9. SSMH TO REMAIN PROTECTED

DEMOLITION PLAN LEGEND

- LD — LIMITS OF DISTURBANCE
- SAW CUT
- CURB TO BE REMOVED
- PAVEMENT TO BE REMOVED
- SIDEWALK TO BE REMOVED

GEORGE ST.
99' R/W

WHATCOAT ST.
130' R/W

GA HWY 81/EMORY ST.
60' R/W

EXISTING R/W

NOF
ELIZABETH J LEWANDOWSKI
D.B. 94, p. 315
109 GEORGE ST.
X01 24000

NOF
EMORY UNIVERSITY
D.B. 3135, p. 195
107 WHATCOAT ST.
X01 25000

NOF
EMORY UNIVERSITY
D.B. 3296, p. 104
P.B. 25, p. 139
807 WHATCOAT ST.
X01 26000

NOF
EMORY UNIVERSITY
D.B. 3422, p. 36
805 WHATCOAT ST.
X01 25A00

NOF
ALLEN MEMORIAL UNITED
METHODIST CHURCH
X01 22000

NOF
TOWN OF OXFORD
WHATCOAT ST
X01 27000

PAUL GRE
D.B. 4188, P
P.B. 32, p. 2

ALICIA E AND STEPHAN G.
BENNETT
D.B. 4358 p. 716
P.B. 32 p. 243

IF YOU DIG GEORGIA...
CALL US FIRST!
Know what's **below**.
Call before you dig.
UTILITIES PROTECTION CENTER

20 10 0 20 40
1 inch = 20 ft.

AtkinsRéalis
AtkinsRéalis North America

Atkins North America, Inc
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30328
Tel: (770)933-0260

Certificate of Authorization #PEF000902
Expiration Date 06/30/2024

NOT VALID FOR CONSTRUCTION
UNLESS SIGNED IN THIS BLOCK

REVISION DATES			REVISION DATES		

CITY OF OXFORD, GEORGIA

WHATCOAT STREET

DEMOLITION PLAN

CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.
BACKCHECKED:	A.G.	DATE:	10/06/2023	
CORRECTED:	K.F.	DATE:	10/06/2023	12-01
VERIFIED:	A.G.	DATE:	10/06/2023	

Oct 4, 2023 - 9:59am
I:\100085499 City of Oxford GA - Whatcoat Street\CAD\DWG\BASE\PROPOSED\85499-C-DEMO.dwg

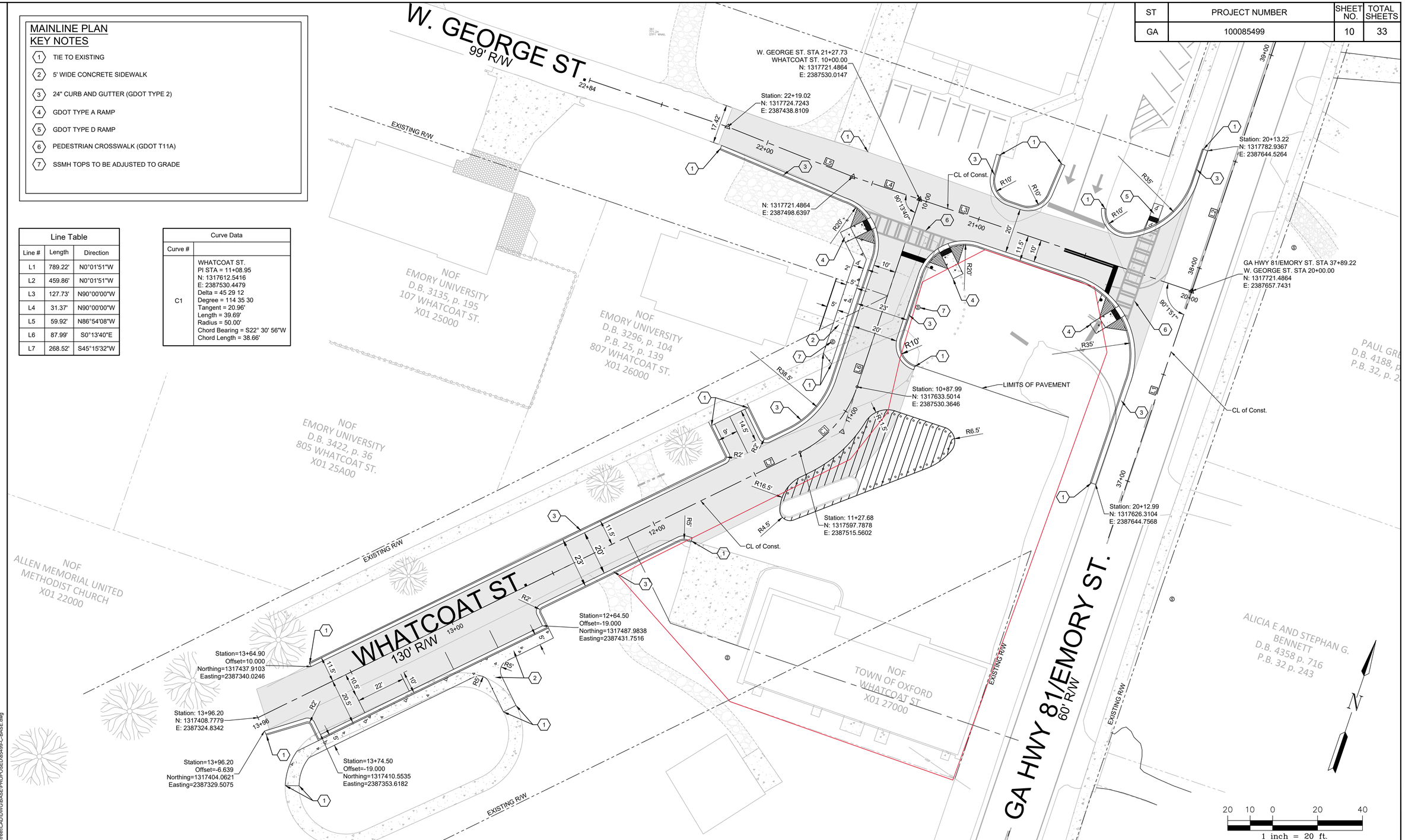
ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	10	33

MAINLINE PLAN KEY NOTES

1. TIE TO EXISTING
2. 5' WIDE CONCRETE SIDEWALK
3. 24" CURB AND GUTTER (GDOT TYPE 2)
4. GDOT TYPE A RAMP
5. GDOT TYPE D RAMP
6. PEDESTRIAN CROSSWALK (GDOT T11A)
7. SSMH TOPS TO BE ADJUSTED TO GRADE

Line Table		
Line #	Length	Direction
L1	789.22'	N0°01'51"W
L2	459.86'	N0°01'51"W
L3	127.73'	N90°00'00"W
L4	31.37'	N90°00'00"W
L5	59.92'	N86°54'08"W
L6	87.99'	S0°13'40"E
L7	268.52'	S45°15'32"W

Curve Data	
Curve #	
C1	WHATCOAT ST. PI STA = 11+08.95 N: 1317612.5416 E: 2387530.4479 Delta = 45 29 12 Degree = 114 35 30 Tangent = 20.96' Length = 39.69' Radius = 50.00' Chord Bearing = S22° 30' 56"W Chord Length = 38.66'



MAINLINE PLAN LEGEND

- ASPHALT PAVING LIMITS
- CONCRETE SIDEWALK

AtkinsRéalis
AtkinsRéalis North America

Atkins North America, Inc
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30328
Tel. (770)933-0280

Certificate of Authorization #PEF000902
Expiration Date 06/30/2024

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVISION DATES		

REVISION DATES		

CITY OF OXFORD, GEORGIA

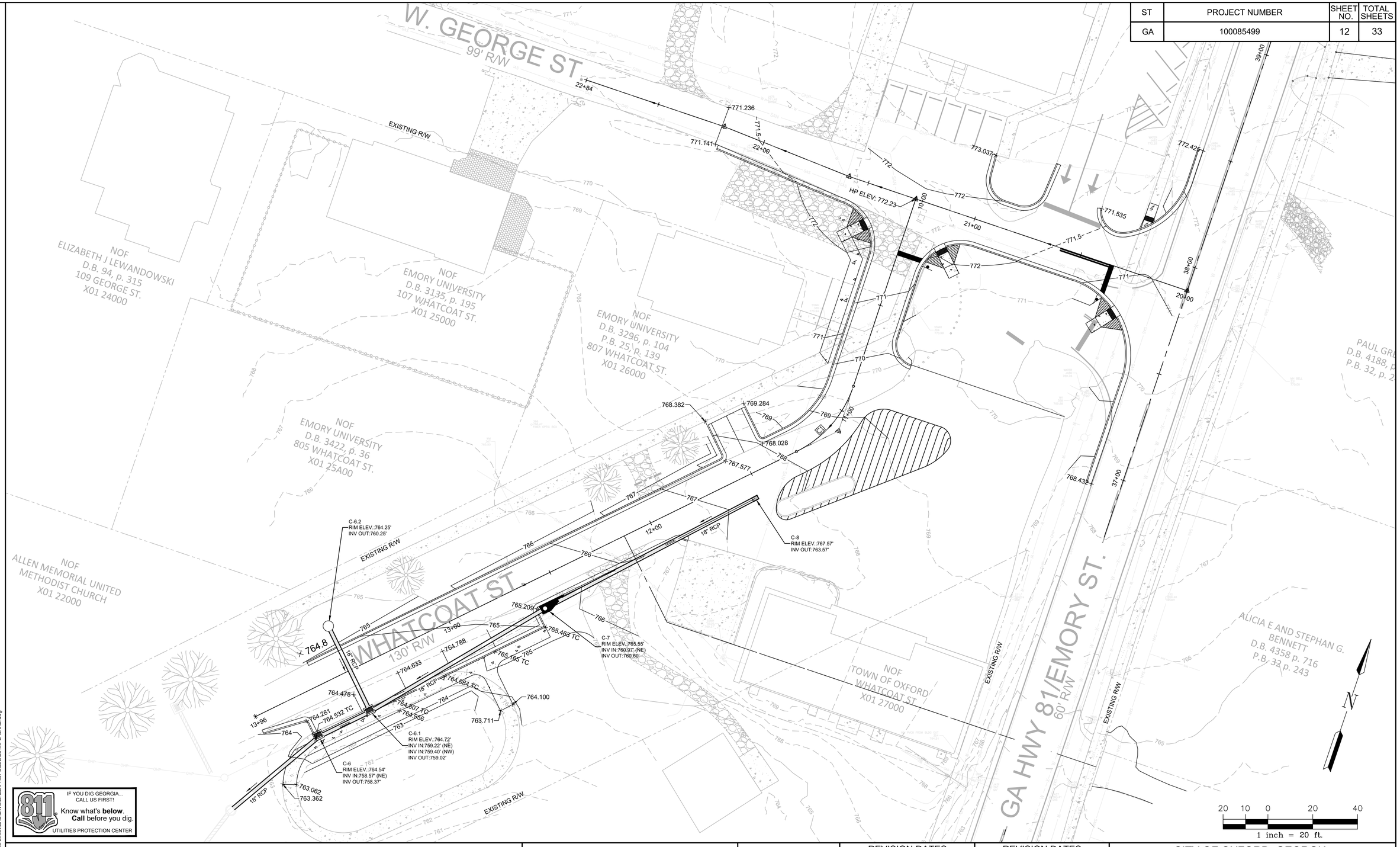
WHATCOAT STREET

MAINLINE PLAN

CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.
BACKCHECKED:	A.G.	DATE:	10/06/2023	
CORRECTED:	K.F.	DATE:	10/06/2023	13-01
VERIFIED:	A.G.	DATE:	10/06/2023	

Oct 4, 2023 - 9:58am
I:\100085499 City of Oxford GA - Whatcoat Street\CAD\DWG\BASE\PROPOSED\85499-C-BASE.dwg

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	12	33



IF YOU DIG GEORGIA...
CALL US FIRST!
Know what's **below**.
Call before you dig.
UTILITIES PROTECTION CENTER

GRADING PLAN LEGEND

MINOR CONTOUR	699
MAJOR CONTOUR	700
SPOT ELEVATION	+ 699.000
SPOT ELEVATION AT TOP OF CURB	+ 699.000 TC

AtkinsRéalis
AtkinsRéalis North America

Atkins North America, Inc
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30328
Tel: (770)933-0280

Certificate of Authorization #PEF000902
Expiration Date 06/30/2024

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVISION DATES		

REVISION DATES		

CITY OF OXFORD, GEORGIA

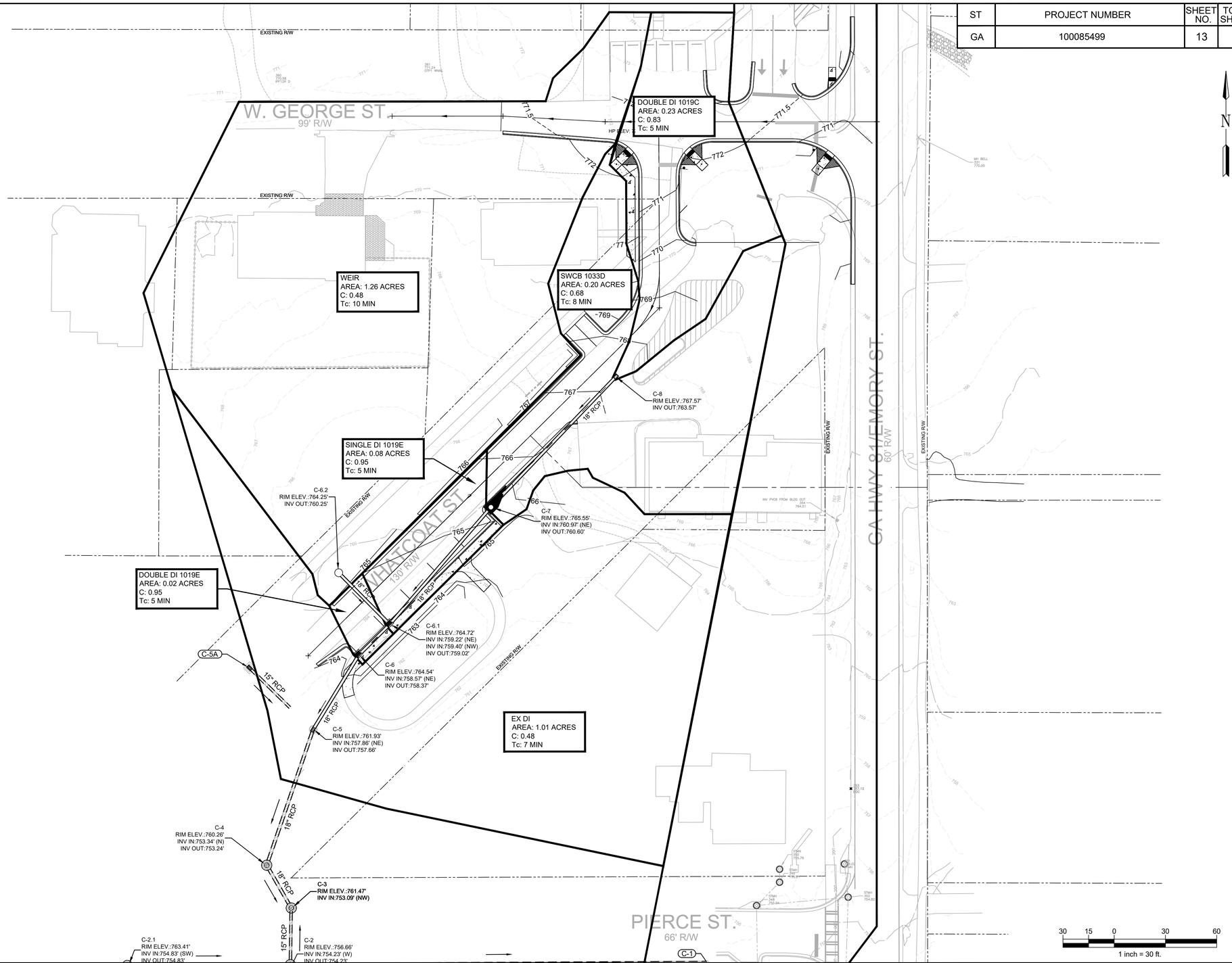
WHATCOAT STREET

GRADING AND DRAINAGE PLAN

CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.
BACKCHECKED:	A.G.	DATE:	10/06/2023	
CORRECTED:	K.F.	DATE:	10/06/2023	18-01
VERIFIED:	A.G.	DATE:	10/06/2023	

Oct 4, 2023 - 9:56am
I:\100085499 City of Oxford GA - Whatcoat Street\CAD\DWG\BASE\PROPOSED\85499-C-GRAD.dwg

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	13	33



PROPOSED DRAINAGE MAP LEGEND

EXISTING DRAINAGE	
PROPOSED DRAINAGE	
DRAINAGE DIVIDE	
RUNOFF COEFFICIENT	C
TIME OF CONCENTRATION	Tc

AtkinsRéalis
AtkinsRéalis North America

Atkins North America, Inc
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30328
Tel: (770)933-0280

Certificate of Authorization #PEF000902
Expiration Date 06/30/2024

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVISION DATES		

REVISION DATES		

CITY OF OXFORD, GEORGIA

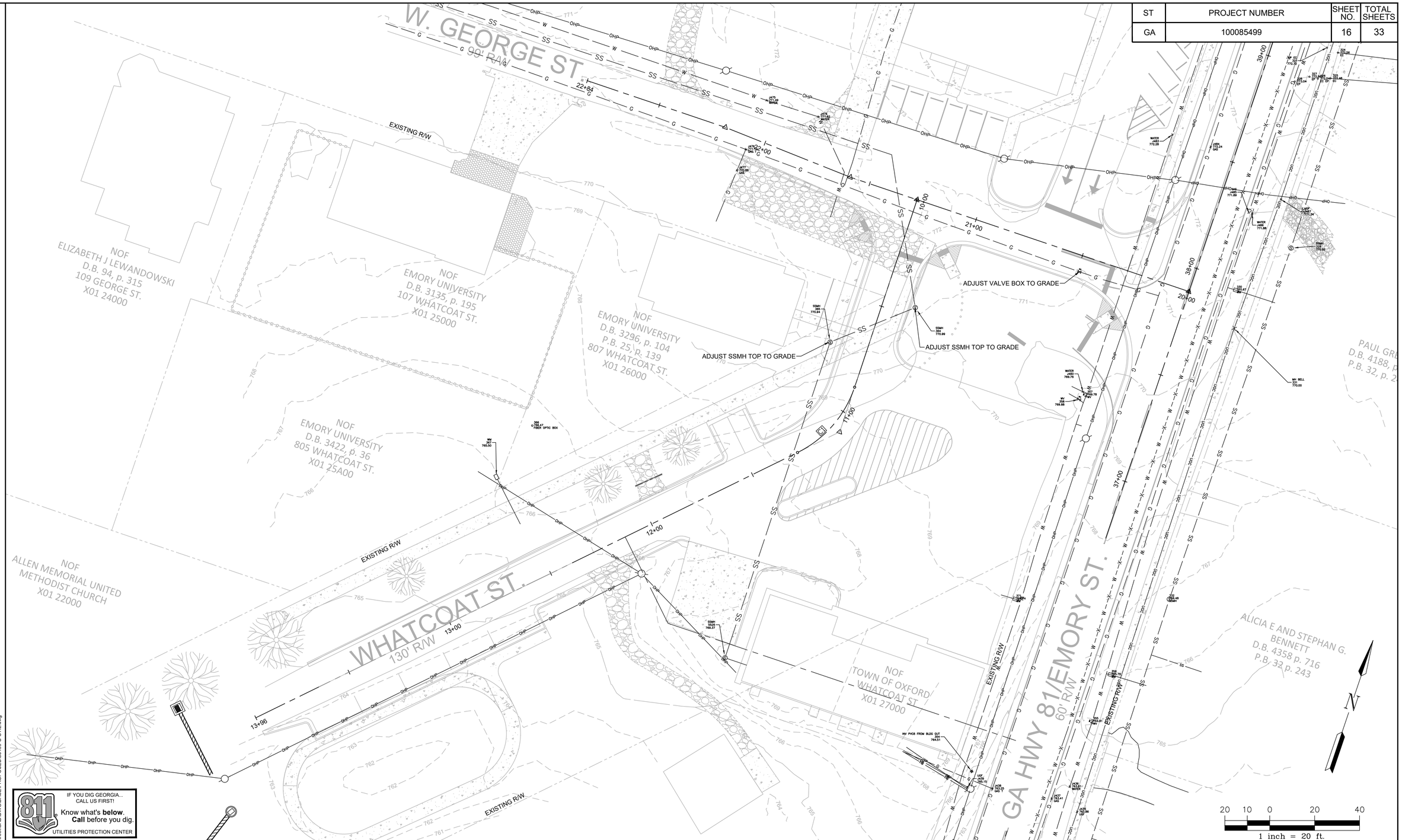
WHATCOAT STREET

PROPOSED DRAINAGE AREA MAP

CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.
BACKCHECKED:	A.G.	DATE:	10/06/2023	
CORRECTED:	K.F.	DATE:	10/06/2023	21-01
VERIFIED:	A.G.	DATE:	10/06/2023	

Oct 4, 2023 - 9:55am
I:\100085499 City of Oxford GA - Whatcoat Street\CAD\DWG\BASE\PROPOSED\85499-C-STRM.dwg

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	16	33



IF YOU DIG GEORGIA...
CALL US FIRST!
Know what's **below**.
Call before you dig.
UTILITIES PROTECTION CENTER

UTILITY PLAN LEGEND

- OHP — EXISTING OVERHEAD POWER
- UGC — EXISTING FIBER
- W — EXISTING WATER
- SAN — EXISTING SANITARY
- W — X — EXISTING ABANDONED WATER
- GAS — EXISTING GAS

AtkinsRéalis
AtkinsRéalis North America

Atkins North America, Inc
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30328
Tel. (770)933-0280

Certificate of Authorization #PEF000902
Expiration Date 06/30/2024

NOT VALID FOR CONSTRUCTION
UNLESS SIGNED IN THIS BLOCK

REVISION DATES		

REVISION DATES		

CITY OF OXFORD, GEORGIA

WHATCOAT STREET

UTILITY PLAN

CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.
BACKCHECKED:	A.G.	DATE:	10/06/2023	24-01
CORRECTED:	K.F.	DATE:	10/06/2023	
VERIFIED:	A.G.	DATE:	10/06/2023	

Oct 4, 2023 - 9:51am
I:\100085499 City of Oxford GA - Whatcoat Street\CAD\DWG\BASE\PROPOSED\85499-C-UTIL.dwg

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	17	33

SIGNING AND STRIPING PLAN KEY NOTES

1. 24" STOP BAR, SOLID WHITE
2. 5" SOLID YELLOW
3. 5" SOLID WHITE
4. 5" YELLOW AT 3' O.C.
5. CERAMIC CHANNEL MARKER (GDOT TYPE 9)
6. R1-1 (36) STOP SIGN
7. PEDESTRIAN CROSSWALK (GDOT T11A)
8. R2-1 SPEED LIMIT SIGN 18"x24", DESIGN SPEED: 25 MPH
9. W3-1 STOP SIGN AHEAD SIGN, 18"x18"
10. D3-1 STREET NAME SIGN, Vx12"

WHATCOAT ST.
D3-1

N. EMORY ST./SR 81
D3-1

W. GEORGE ST.
D3-1

W3-1

W. GEORGE ST
99' R/W

EXISTING R/W

22+84

22+00

21+00

20+00

39+00

38+00

10+00

11+00

12+00

13+00

37+00

13+96

W. GEORGE ST.

N. EMORY ST./SR 81

WHATCOAT ST.

add w. George St D3-1 sign

place on W. George St sign post

WHATCOAT ST.
130' R/W

GA HWY 81/EMORY ST.
60' R/W

NOF
EMORY UNIVERSITY
D.B. 3135, p. 195
107 WHATCOAT ST.
X01 25000

NOF
EMORY UNIVERSITY
D.B. 3296, p. 104
P.B. 25, p. 139
807 WHATCOAT ST.
X01 26000

NOF
EMORY UNIVERSITY
D.B. 3422, p. 36
805 WHATCOAT ST.
X01 25A00

NOF
ALLEN MEMORIAL UNITED
METHODIST CHURCH
X01 22000

NOF
TOWN OF OXFORD
WHATCOAT ST
X01 27000

ALICIA E AND STEPHAN G.
BENNETT
D.B. 4358 p. 716
P.B. 32 p. 243

PAUL GRE
D.B. 4188, P
P.B. 32, p. 2

N

20 10 0 20 40
1 inch = 20 ft.

Oct 4, 2023 - 9:38am
I:\100085499 City of Oxford GA - Whatcoat Street\CAD\DWG\BASE\PROPOSED\85499-C-SIGN.dwg

AtkinsRéalis
AtkinsRéalis North America

Atkins North America, Inc
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30328
Tel: (770)933-0280

Certificate of Authorization #PEF000902
Expiration Date 06/30/2024

NOT VALID FOR CONSTRUCTION
UNLESS SIGNED IN THIS BLOCK

REVISION DATES		

REVISION DATES		

CITY OF OXFORD, GEORGIA

WHATCOAT STREET

SIGNING AND MARKING PLAN

CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.
BACKCHECKED:	A.G.	DATE:	10/06/2023	
CORRECTED:	K.F.	DATE:	10/06/2023	26-01
VERIFIED:	A.G.	DATE:	10/06/2023	

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	25	33

EROSION & SEDIMENT CONTROL PLAN LEGEND

- Ds1 — DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)
- Ds2 — DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)
- Ds3 — DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING / VEGETATION)
- Ds4 — DISTURBED AREA STABILIZATION (WITH SODDING)
- Du — DUST CONTROL ON DISTURBED AREAS
- Cd — CHECK DAM
- Co — CONSTRUCTION EXIT
- CWA — CONCRETE WASHDOWN AREA
- Sd1-NS — SEDIMENT BARRIER - SILT FENCE ("TYPE A - NON-SENSITIVE")
- Sd2-E — INLET SEDIMENT TRAP - EXCAVATED
- Sd2-F — INLET SEDIMENT TRAP - FABRIC & FRAME
- Sd2-P — INLET SEDIMENT TRAP - CURB INLET FILTER ("PIGS-IN-A-BLANKET")
- Tr — TREE PROTECTION FENCE
- LD — LIMITS OF DISTURBANCE
- Sd1-CFS — SEDIMENT BARRIER - COMPOSITE SOCK FILTER - TYPE "B"

24-HR. EMERGENCY CONTACT:

NAME: BILL ANDREW
CONTACT PHONE NO.: (770) 786-7004
EMAIL: BANDREW@OXFORDGEORGIA.ORG

811 IF YOU DIG GEORGIA... CALL US FIRST! Know what's **below**. **Call** before you dig. UTILITIES PROTECTION CENTER

W. GEORGE ST. 99' R/W

EXISTING R/W

WHATCOAT ST. 130' R/W

GA HWY 81/EMORY ST. 60' R/W

NOF EMORY UNIVERSITY D.B. 3135, p. 195 107 WHATCOAT ST. X01 25000

NOF EMORY UNIVERSITY D.B. 3296, p. 104 P.B. 25, p. 139 807 WHATCOAT ST. X01 26000

NOF EMORY UNIVERSITY D.B. 3422, p. 36 805 WHATCOAT ST. X01 25A00

NOF ALLEN MEMORIAL UNITED METHODIST CHURCH X01 22000

NOF TOWN OF OXFORD WHATCOAT ST X01 27000

PAUL GRE D.B. 4188, P P.B. 32, p. 2

ALICIA E AND STEPHAN G. BENNETT D.B. 4358 p. 716 P.B. 32 p. 243

Sd1-NS — Du, Ds1, Ds2

CWA — CONCRETE WASHDOWN AREA

Co — CONSTRUCTION EXIT 20'x50'x6" STONE LAYER ON FILTER FABRIC

Sd1-CFS — Du, Ds1, Ds2

Sd2-P — CURB INLET PROTECTION PIGS-IN-BLANKET

15" RCP

Sd2-F — INLET PROTECTION FILTER FABRIC

C-5
RIM ELEV :761.93'
INV IN:757.86' (NE)
INV OUT:757.66'

N

20 10 0 20 40
1 inch = 20 ft.

Oct 4, 2023 - 8:40am
I:\100085499 City of Oxford GA - Whatcoat Street\CAD\DWG\BASE\PROPOSED\085499-C-EROS.dwg

AtkinsRéalis
AtkinsRéalis North America

Atkins North America, Inc
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30328
Tel: (770)933-0280

Certificate of Authorization #PEF000902
Expiration Date 06/30/2024

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVISION DATES		

REVISION DATES		

CITY OF OXFORD, GEORGIA

WHATCOAT STREET

ESPCP

PHASE I - INITIAL

CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.
BACKCHECKED:	A.G.	DATE:	10/06/2023	
CORRECTED:	K.F.	DATE:	10/06/2023	54-01
VERIFIED:	A.G.	DATE:	10/06/2023	

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	26	33

EROSION & SEDIMENT CONTROL PLAN LEGEND

- Ds1 — DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)
- Ds2 — DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)
- Ds3 — DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING / VEGETATION)
- Ds4 — DISTURBED AREA STABILIZATION (WITH SODDING)
- Du — DUST CONTROL ON DISTURBED AREAS
- Cd — CHECK DAM
- Co — CONSTRUCTION EXIT
- CWA — CONCRETE WASHDOWN AREA
- Sd1-NS — SEDIMENT BARRIER - SILT FENCE ("TYPE A - NON-SENSITIVE")
- Sd2-E — INLET SEDIMENT TRAP - EXCAVATED
- Sd2-F — INLET SEDIMENT TRAP - FABRIC & FRAME
- Sd2-P — INLET SEDIMENT TRAP - CURB INLET FILTER ("PIGS-IN-A-BLANKET")
- Tr — TREE PROTECTION FENCE
- LD — LIMITS OF DISTURBANCE
- Sd1-CFS — SEDIMENT BARRIER - COMPOSITE SOCK FILTER - TYPE "B"

24-HR. EMERGENCY CONTACT:

NAME: BILL ANDREW
CONTACT PHONE NO.: (770) 786-7004
EMAIL: BANDREW@OXFORDGEORGIA.ORG

811 — *IF YOU DIG GEORGIA... CALL US FIRST!* Know what's **below**. **Call** before you dig. UTILITIES PROTECTION CENTER

W. GEORGE ST — 99' R/W

WHATCOAT ST. — 130' R/W

GA HWY 81/EMORY ST. — 60' R/W

EXISTING R/W

HP ELEV: 772

CONCRETE WASHDOWN AREA (CWA)

CONSTRUCTION EXIT (Co) 20'x50'x6" STONE LAYER ON FILTER FABRIC

CURB INLET PROTECTION PIGS-IN-BLANKET (Sd2-P)

EXCAVATED SEDIMENT TRAP A1.1 (Sd2-E)

INLET PROTECTION FILTER FABRIC (Sd2-F)

C-5
RIM ELEV.:761.93'
INV IN:757.86' (NE)
INV OUT:757.66'

15" RCP

NOF EMORY UNIVERSITY D.B. 3135, p. 195 107 WHATCOAT ST. X01 25000

NOF EMORY UNIVERSITY D.B. 3296, p. 104 P.B. 25, p. 139 807 WHATCOAT ST. X01 26000

NOF EMORY UNIVERSITY D.B. 3422, p. 36 805 WHATCOAT ST. X01 25A00

NOF ALLEN MEMORIAL UNITED METHODIST CHURCH X01 22000

NOF TOWN OF OXFORD WHATCOAT ST X01 27000

ALICIA E AND STEPHAN G. BENNETT D.B. 4358 p. 716 P.B. 32 p. 243

PAUL GRE... D.B. 4188, P... P.B. 32, p. 2...

20 10 0 20 40
1 inch = 20 ft.

N

Oct 4, 2023 - 8:41am
I:\100085499 City of Oxford GA - Whatcoat Street\CAD\DWG\BASE\PROPOSED\85499-C-EROS.dwg

AtkinsRéalis
AtkinsRéalis North America

Atkins North America, Inc
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30328
Tel: (770)933-0280

Certificate of Authorization #PEF000902
Expiration Date 06/30/2024

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVISION DATES			REVISION DATES		

CITY OF OXFORD, GEORGIA

WHATCOAT STREET

ESPCP

PHASE II - INTERMEDIATE

CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.
BACKCHECKED:	A.G.	DATE:	10/06/2023	
CORRECTED:	K.F.	DATE:	10/06/2023	54-02
VERIFIED:	A.G.	DATE:	10/06/2023	

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100085499	27	33

EROSION & SEDIMENT CONTROL PLAN LEGEND

- Ds1 — DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)
- Ds2 — DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)
- Ds3 — DISTURBED AREA STABILIZATION (WITH PERMANENT SEEDING / VEGETATION)
- Ds4 — DISTURBED AREA STABILIZATION (WITH SODDING)
- Du — DUST CONTROL ON DISTURBED AREAS
- Cd — CHECK DAM
- Co — CONSTRUCTION EXIT
- CWA — CONCRETE WASHDOWN AREA
- Sd1-NS — SEDIMENT BARRIER - SILT FENCE ("TYPE A - NON-SENSITIVE")
- Sd2-E — INLET SEDIMENT TRAP - EXCAVATED
- Sd2-F — INLET SEDIMENT TRAP - FABRIC & FRAME
- Sd2-P — INLET SEDIMENT TRAP - CURB INLET FILTER ("PIGS-IN-A-BLANKET")
- Tr — TREE PROTECTION FENCE
- LD — LIMITS OF DISTURBANCE
- Sd1-CFS — SEDIMENT BARRIER - COMPOSITE SOCK FILTER - TYPE "B"

24-HR. EMERGENCY CONTACT:

NAME: BILL ANDREW
CONTACT PHONE NO.: (770) 786-7004
EMAIL: BANDREW@OXFORDGEORGIA.ORG

811 IF YOU DIG GEORGIA... CALL US FIRST! Know what's **below**. **Call** before you dig. UTILITIES PROTECTION CENTER

W. GEORGE ST. 99' R/W

WHATCOAT ST. 130' R/W

GA HWY 81/EMORY ST. 60' R/W

EXISTING R/W

HP ELEV: 772.23

CURB INLET PROTECTION PIGS-IN-BLANKET Sd2-P

INLET PROTECTION FILTER FABRIC Sd2-F

Sd1-NS

Ds3 Ds4

Cd

TR

LD

15" RCP

C-5
RIM ELEV.:761.93'
INV IN:757.86' (NE)
INV OUT:757.66'

NOF EMORY UNIVERSITY D.B. 3135, p. 195 107 WHATCOAT ST. X01 25000

NOF EMORY UNIVERSITY D.B. 3296, p. 104 P.B. 25, p. 139 807 WHATCOAT ST. X01 26000

NOF EMORY UNIVERSITY D.B. 3422, p. 36 805 WHATCOAT ST. X01 25A00

NOF ALLEN MEMORIAL UNITED METHODIST CHURCH X01 22000

NOF TOWN OF OXFORD WHATCOAT ST X01 27000

ALICIA E AND STEPHAN G. BENNETT D.B. 4358 p. 716 P.B. 32 p. 243

PAUL GRE D.B. 4188, P P.B. 32, p. 2

N

20 10 0 20 40
1 inch = 20 ft.

Oct 4, 2023 - 8:41am
I:\100085499 City of Oxford GA - Whatcoat Street\CAD\DWG\BASE\PROPOSED\85499-C-EROS.dwg

AtkinsRéalis
AtkinsRéalis North America

Atkins North America, Inc
1600 RiverEdge Parkway NW, Ste. 700
Atlanta, GA 30328
Tel: (770)933-0280

Certificate of Authorization #PEF000902
Expiration Date 06/30/2024

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVISION DATES			REVISION DATES		

CITY OF OXFORD, GEORGIA

WHATCOAT STREET

ESPCP

PHASE III - FINAL

CHECKED:	A.G.	DATE:	10/06/2023	DRAWING NO.
BACKCHECKED:	A.G.	DATE:	10/06/2023	
CORRECTED:	K.F.	DATE:	10/06/2023	54-03
VERIFIED:	A.G.	DATE:	10/06/2023	

City of Oxford, Georgia
Special Purpose Sales Tax Report
As of June 30, 2023

	Estimated Project Cost *	Prior Year Expenses **	Current Year Expenses ***	Total Expenses	Remaining Project Expenses	Project Complete	Estimated Completion Date
2017 Special Purpose Sales Tax Projects:							
Water and Sewer Improvements	$ 500,000	$ 500,000	$ -	$ 500,000	$ -	YES	Complete
Transportation	$ 500,000	$ 292,854	$ -	$ 292,854	$ 207,146	NO	6/30/2024
Parks and Recreation	$ 400,000	$ 400,000	$ -	$ 400,000	$ -	YES	Complete
Public Safety	$ 100,965	$ 37,750	$ 63,215	$ 100,965	$ -	YES	6/30/2023
Excess Collections	$ 1,043,280.32						
Public Safety			$ 55,328				
Parks and Recreation			$ 7,089				

* Estimated cost per the special purpose sales tax referendum

** For all years preceding July 1, 2022

*** For the year ending June 30, 2023

As of June 30, 2023, the City has $1,077,999 in 2017 Special Purpose Sales Tax funds that have not been spent.

TRIAL BALANCE REPORT FOR CITY OF OXFORD

Balance As Of 06/30/2024

GL Number	Description	Balance Debit 06/30/2024 Normal (Abnormal)	Balance Credit 06/30/2024 Normal (Abnormal)
Fund: 322 SPLOST CASH 2017			
Account Category: Assets			
Department: 0000 FUNDING SOURCES			
322-0000-111110-000	CASH-CHECKING	437,737.78	
	Total Department 0000:	437,737.78	0.00
Assets		437,737.78	0.00
Account Category: Fund Equity			
Department: 0000 FUNDING SOURCES			
322-0000-134210-000	FUND BALANCE		1,186,800.20
	Total Department 0000:	0.00	1,186,800.20
Fund Equity		0.00	1,186,800.20
Account Category: Revenues			
Department: 0000 FUNDING SOURCES			
322-0000-313200-000	SPLOST REVENUE		1,205.73
	Total Department 0000:	0.00	1,205.73
Revenues		0.00	1,205.73
Account Category: Expenditures			
Department: 3200 POLICE			
322-3200-542201-000	VEHICLES & EQUIPMENT	13,299.39	
	Total Department 3200:	13,299.39	0.00
Department: 4200 STREETS			
322-4200-541400-009	TRANSPORTATION 2017 S	47,561.03	
322-4200-541400-020	EMORY ST. SIDEWALK (SOULE TO RICH.)	689,407.73	
	Total Department 4200:	736,968.76	0.00
Expenditures		750,268.15	0.00
Total Fund 322:		1,188,005.93	1,188,005.93
Total All Funds		1,188,005.93	1,188,005.93

CITY OF OXFORD *6/6/2024*

2023 SPLOST		**APPROVED BUDGET**
Water and Sewer Capital Improvements		1,500,000
Roads, Streets, Bridges, Sidewalks, and Related Improv		675,000
Parks and Recreation		398,496
Pubic Safety Facilities, Vehicles, and Equipment		250,000
Total SPLOST Project		2,823,496
% Allocation of Collections	**2.614%**	
July 2023 SPLOST Collections	1,783,400.29	
July 2023 Disbursement		46,610.95
July 2023 SPLOST Collections Corr	26,543.13	
July 2023 Disbursement Correction		693.73
August 2023 SPLOST Collections	1,849,868.09	
August 2023 Disbursement		48,348.15
August 2023 SPLOST Collections Corr	19,721.95	
August 2023 Disbursement Correction		515.45
September 2023 SPLOST Collections	1,811,200.91	
September 2023 Disbursement		47,337.55
October 2023 SPLOST Collections	1,914,455.52	
October 2023 Disbursement		50,036.21
November 2023 SPLOST Collections	1,827,232.17	
November 2023 Disbursement		47,756.54
December 2023 SPLOST Collections	2,118,754.03	
December 2023 Disbursement		55,375.76
January 2024 SPLOST Collections	1,681,063.90	
January 2024 Disbursement		43,936.29
February 2024 SPLOST Collections	1,841,152.22	
February 2024 Disbursement		48,120.35
March 2024 SPLOST Collections	1,910,132.53	
March 2024 Disbursement		49,923.22
April 2024 SPLOST Collections	1,927,746.09	
April 2024 Disbursement		50,383.57
Total Disbursed		489,037.77

ITB-24-002 Milling and Paving
Bid Tabulation
May 24, 2024

Company	Bid Amount
East Coast Grading	# 992,888.00
Stewart Brothers	# 1,303,739.94
Summit	#1,234,965.00

Bill Andrew, City Manager

4. **Schedule of Items, Bid Pricing**

ORIGINAL

SCHEDULE OF ITEMS

2024 MILLING & RESURFACING ITB #24-001

Line Item	Description	Quantity	Unit	Unit Cost	Extension
150-1000	Traffic Control	1	LS	$ 50,000.00	$ 50,000.00
210-0250	Shoulder Rehab INCL Grassing	3436	SY	$ 6.50	$ 22,334.00
402-1802	Recycled ASPH Conc Patching, INCL Bitum Matl & H Lime @2" Depth	1405	TN	$ 175.00	$ 245,875.00
402-3103	Recycled ASPH Conc 9.5mm Superpave, Type II, Group 2 Only, Incl Bitum Matl & H Lime	2869	TN	$ 143.00	$ 410,267.00
413-0750	Bitum Tack Coat	3714	GAL	$ 6.00	$ 22,284.00
415-5000	Asphalt CONC Open Graded Crack Relief Interlayer, GP 2 Only, Incl Bitum Matl & Lime	1196	TN	$ 155.00	$ 185,380.00
432-5010	Mill ASPH CONC PVMT, Variable Depth	8500	SY	$ 4.50	$ 38,250.00
653-0095	Thermoplastic PVMT Marking, Handicap Symbol	2	EA	$ 205.00	$ 410.00
653-1501	Thermoplastic Solid Traf Stripe, 5 IN, White	110	LF	$ 1.05	$ 115.50
653-1502	Thermoplastic Solid Traf Stripe, 5 IN, Yellow	6100	LF	$ 1.05	$ 6,405.00
653-1704	Thermoplastic Solid Traf Stripe, 24 IN, WHITE	410	LF	$ 7.55	$ 3,095.50
653-1804	Thermoplastic Solid Traf Stripe, 8 IN, White	305	LF	$ 3.55	$ 1,082.75
653-6004	Thermoplastic Traf Striping, White 5In	35	SY	$ 7.55	$ 264.25
999-9999	Speed Tables- Complete	185	SY	$ 25.00	$ 4,625.00
999-9999	Speed Tables- Signing and Striping only- Complete	2	EA	$ 1,250.00	$ 2,500.00

Grand Total **$ 992,888.00**

SCHEDULE OF ITEMS
2024 MILLING & RESURFACING
ITB #24-001

Bid Price Certification for ITB #24-001

In compliance with Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name: East Coast Grading, Inc.

Company Address: PO Box 579 Rutledge GA 30663

Authorized Signature(s): Chris Cepuran

Print/Type Name(s) and Title(s): Chris Cepuran, President

Date Signed: 5/24/2024

Contact Info - Phone Number: 678-618-0258

Contact Info - E-mail Address: chris@ecgpinc.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

East Coast Grading, Inc.
P.O. Box 579
Rutledge, GA 30663

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Oxford
110 West Clark Street
Oxford, GA 30054

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
ITB 24-002 - 2024 Milling & Resurfacing

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of May, 2024.

Mike Nelson
(Witness) Mike Nelson

East Coast Grading, Inc.
(Principal) *(Seal)*

By: Chris Cepuran
(Title) Chris Cepuran, President

Jenna Jones
(Witness) Jenna Jones

Western Surety Company
(Surety) *(Seal)*

By: Daniel Yates
(Title) Daniel Yates, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel Yates **, Individually**
of Atlanta, GA , its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts –

Surety Bond No: Bid Bond
Principal: East Coast Grading, Inc.
Obligee: City of Oxford

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of May , 2024 .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Oxford has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: 450158

Date of Authorization: 01/01/2012

Name of Contractor: East Coast Grading, Inc.

Name of Project
ITB 24-002 – 2024 Milling & Resurfacing

Name of Public Employer
City of Oxford

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on May 24, 2024 (DATE) in Madison (CITY), GA (STATE).

Signature of Authorized Officer or Agent

Chris Cepuran, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 24 DAY OF May, 2024.

Melissa Couch
NOTARY PUBLIC

My Commission Expires:
Sept 21, 2027

MELISSA COUCH NOTARY PUBLIC MORGAN COUNTY, GA MY COMMISSION EXPIRES SEPTEMBER 21 2027

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: 24-002; FY24 Milling, Resurfacing & Pavement Preservation

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION

Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.

Check applicable box. Use additional forms if needed:	No known relationship exists ☑	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			

Contribution Amount/Value (if any)		Contribution Date and Description	
List other Relationship if not contribution			

CERTIFICATION REGARDING DEBARMENT, SUSPENSION. PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

East Coast Grading, Inc.
Company Name

Signature of Authorized Officer or Agent

5/24/2024
Date

Chris Cepuran, President
Printed Name & Title of Authorized Officer or Agent

PO Box 579 Rutledge GA 30663
Company Address

Subscribed and sworn before me on this the

24 day of May, 2024

Melissa Couch
Notary Public

Sept 21, 2027
My Commission Expires

(Notary Stamp)

MELISSA COUCH NOTARY PUBLIC MORGAN COUNTY, GA MY COMMISSION EXPIRES SEPTEMBER 21 2027

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

East Coast Grading, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) N/A

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 579

Requester's name and address (optional)

6 City, state, and ZIP code

Rutledge, GA 30663

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	6	–	2	5	0	1	5	2	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/12/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

PO Box 579
Rutledge, GA 30663

1111 Commerce Dr.
Madison, GA 30650

EAST COAST GRADING INC
ALL OF YOUR GRADING, PAVING, AND CONCRETE NEEDS.

O: 770-266-0505

F: 800-927-1791

Business Profile:
East Coast Grading & Paving, Inc. is a heavy site and roadway construction company that specializes in house Milling, Paving, Full Depth Reclamation, Concrete, Curb, Crack Sealing, Striping. Sidewalk, Guardrail, Grading, Base and Underground Utilities on **Municipal** and **Commercial** development projects in Georgia and the surrounding area.

1. East Coast Grading has been in business since 2001.
2. Has 95 field employees & 7 office employees ranging in experience of 30 plus years to 1 year.
3. Owner/Project Manager Chris Cepuran is well respected with over 30 years' experience in the industry.
4. GDOT certified # 2EA607
5. 200 pieces of equipment which allows us to in house all aspects of the project.

Contacts:
Chris Cepuran Owner/President cell 678-6718-0258 email chris@ecgpinc.com
Chancey Gray, VP of Operations/Project Manager cell 770-856-7497 email chancey@ecgpinc.com

References:
Please see attached.

Timeline:
Completion & schedule per project specific requirements completion by Friday August 30, 2024

REFERENCES

REFERENCE 1: **PROJECT AMOUNT: $** 20,000,000.00

Company Name: PACIFIC GROUP

Brief Description of Project: FDR, ASPHALT PAVING, CURB, SIDEWALK, MILLING, STRIPING & SIGNAGE

Completion Date: 2015-PRESENT

ContactPerson: KEVIN SEIFERT

Telephone: 770-984-8170 E-mail: KSEIFERT@PACIFICGROUPINC.COM

REFERENCE 2: **PROJECT AMOUNT: $** 9,000,000.00

Company Name: Falcon Design Consultants, LLC

Brief Description of Project: FDR, ASPHALT PAVING, CURB, SIDEWALK, MILLING, STRIPING & SIGNAGE

Completion Date: 2020-Present City of Stockbridge & City of Hampton LMIG

Contact Person: Glenn Athearn

Telephone: 770-389-6992 ext. 1350 E-mail: gathearn@FDC-LLC.COM

REFERENCE 3: **PROJECT AMOUNT: $** 2,210,000.00

Company Name: HOFSTADTER & ASSOCIATS

Brief Description of Project: FDR, ASPHALT PAVING, CURB, SIDEWALK, MILLING, STRIPING & SIGNAGE

Completion Date: 2020,2023 City of Forsyth LMIG

Contact Person: CHAD HOFSTADTER

Telephone: 478-757-1169 E-mail: chad@hofstadter.com

(Signature) (Printed Name)

PART I
MUNICIPAL CHARTER[1]

ARTICLE I. INCORPORATION AND POWERS

[Sec.] 1. Name.

This City and the inhabitants thereof are constituted and declared a body politic and corporate under the name and style Oxford, state, and by that name shall have perpetual succession.

[Sec.] 2. Corporate boundaries as stated in Charter of 1914.

A. *Original boundaries.* The northern boundary of the City of Oxford shall be a line beginning at a rock at northwest corner of land lot number two hundred ninety one (291), situated and being in the ninth district of original Henry, but not Newton County, and running along the northern boundary of the land lot and continuing in a straight line east until it intersects Dried Indian Creek. The western boundary of the City of Oxford shall be a line beginning at the rock already mentioned (as northwest corner of land lot number two hundred ninety-one (291) and land lots number two hundred ninety-one (291) and 200 running in a southerly direction along the west boundary of eighty-eight (88), and continuing in same straight line until it reaches southern boundary hereinafter described. The eastern boundary of the City of Oxford shall be a line beginning where the northern boundary of the City, before described, intersects Dried Indian Creek, and running thence down the channel of the Dried Indian Creek to a ford in the creek situated in southwest corner of property now owned by No. F. Donnell, from which point the boundary line shall run south, following a line between property of L. L. Johnson and W. P. Odium, until it reaches southern boundary hereinafter described. The southern boundary of the City of Oxford shall be an east and west line which shall be a continuation of the southern boundary of the land subdivided into lots by Kidded and Marshall, being southern boundary of lots 15, 16, 17, and 18 in block E and lot (48) in block G in the Kidded and Marshall's plat; also southern boundary of parcel of land sold by J. Z. Johnson and J. E. Black stock to Harper. The

[1]Editor's note(s)—Printed herein is 2011 Ga. Laws, Act No. 28, the most recent municipal charter of the City of Oxford, Georgia, which took effect on April 20, 2011. The sequence of sections in this chapter is the same as in the act comprising it. Amendments to the charter are indicated by history notes following amended provisions. The absence of a subsequent history note indicates that the provision remains unchanged from the original act. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. The title, enactment, severability, repealer, transitional, ratification, publication and effective date provisions have been omitted, and where a section has been amended or repealed by a later provision, only the current language has been printed. Additions made for clarity are indicated by brackets.

State law reference(s)—Creation, dissolution, merger, boundary changes, and deannexation of municipalities, O.C.G.A. § 36-35-2; municipal annexations, O.C.G.A. § 36-36-1 et seq.; home rule for municipalities, O.C.G.A. § 36-35-3; limitations on home rule for municipalities, O.C.G.A. § 36-35-6; requirement for filing and publication of Charter, O.C.G.A. § 36-35-5; incorporation of municipal corporations, O.C.G.A. § 36-31-1 et seq.

southern boundary shall extend in straight line east until it intersects eastern boundary line of the City of Oxford hereinbefore described, and west until it intersects western boundary line of the City of Oxford hereinbefore described.

B. *Present and future boundaries.* The boundaries of the City of Oxford shall be those existing on the earliest effective date of the adoption of this Charter with such alterations as may be made from time to time in the manner provided by local law or general State law.

The boundaries of the City of Oxford at all times shall be shown on a map, a written description, or any combination thereof, to be retained permanently in the office of the City Clerk of the City and to be designated, as the "Official Comprehensive Zoning Map." Photographic, typed, or other copies of such map or description certified by the City Clerk shall be admitted as evidence in all courts and shall have the same force and effect as with the original map or description.

Mayor and Council may provide for the redrawing of any such map by resolution to reflect lawful changes in the corporate boundaries. A redrawn map shall supersede for all purposes the entire map or maps which it is designated to replace.

[Sec.] 3. Municipal powers and construction.

A. This City shall have all powers possible for a city to have under the present or future Constitution and laws of this State as fully and completely as though they were specifically enumerated in this Charter. This City shall have all the powers of self-government not otherwise prohibited by this Charter or by general law.

B. The powers of this City shall be construed liberally in favor of the City. The specific mention or failure to mention a particular power shall not be construed as limiting in any way the powers of this City.

[Sec.] 4. Examples of powers.

The powers of this City shall include, but not be limited to, the following:

A. *Air and water pollution.* To regulate the emission of smoke or other exhaust which pollutes the air and to prevent the pollution of natural streams which flow within the corporate limits of the City.

~~B. *Alcoholic beverages.* Liquors not to be kept for sale. The keeping for sale, selling or offering for sale, of any spirituous, vinous, malt, or fermented wines or liquors within the corporate limits of the City be, and the same is, hereby prohibited forever. And the Mayor and Council of Oxford shall have no power or authority to license the sale thereof, and it shall be their duty to enforce this prohibition by the enactment of necessary ordinances with suitable penalties for violation.~~

B. *Animal regulations.* To regulate and license or to prohibit the keeping or running at large of animals and fowl and to provide for the impoundment of same if in violation of any ordinance or lawful order; to provide for the disposition by sale, gift, or humane destruction of animals and fowl when not redeemed as provided by ordinance; and to provide punishment for violation of ordinances enacted under this Charter;

C. *Appropriations and expenditures.* To make appropriations for the support of the government of the City; to authorize the expenditure of money for any purposes authorized by this Charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia; and to provide for the payment of expenses of the City;

D. *Building regulation.* To regulate and to license the erection and construction of buildings and all other structures; to adopt building, housing, plumbing, electrical, gas, and heating and air conditioning codes; and to regulate all building, housing trades;

E. *Business regulation and taxation.* To levy and to provide for the collection of license fees and taxes on privileges, occupations, trades, and professions; to license and regulate the same; to provide for the manner and method of payment of such licenses and taxes; and to revoke such licenses after due process for failure to pay any city fees or taxes;

F. *Cemeteries.* The Mayor and Council shall have jurisdiction over all cemeteries belonging to, or located in the City, or may provide by ordinance for a public cemetery. They may appoint such employees to superintend the care thereof as they deem proper. They may enact ordinances to prevent trespass therein and to prevent any person from defacing any work therein. They may regulate the charges for grave digging, hearse fees and any and everything pertaining to the care and operation of such cemeteries.

G. *Condemnation.* To condemn property, inside or outside the corporate limits of the City, for present or future use and for any corporate purpose deemed necessary by the governing authority, utilizing procedures enumerated in Title 22 of the O.C.G.A., or such other applicable laws as are or may hereafter be enacted;

H. *Contracts.* To enter into contracts and agreements with other governmental entities and with private persons, firms, and corporations;

I. *Emergencies.* To establish procedures for determining and proclaiming that an emergency situation exists within or outside the City and to make and carry out all reasonable provisions deemed necessary to deal with or meet such an emergency for the protection, safety, health, or well-being of the citizens of the City;

J. *Environmental protection.* To protect and preserve the natural resources, environment and vital areas of the City through the preservation and improvement of air quality, the restoration and maintenance of water resources, the control of erosion and sedimentation, the management of solid and hazardous waste, and other necessary actions for the protection of the environment;

K. *Fire regulations.* To fix and establish fire limits and from time to time to extend, enlarge, or restrict the same; to prescribe fire safety regulations not inconsistent with general law, relating to both fire prevention and detection and to fire fighting; and to prescribe penalties and punishment for violations thereof;

L. *Garbage fees.* To levy, fix, assess, and collect a garbage, refuse, and trash collection and disposal and other sanitary service charge, tax, or fee for such services as may be necessary in the operation of the City from all individuals, firms, and corporations residing in the City or doing business therein and benefitting from such services; to enforce the payment of such charges, taxes, or fees; and to provide for the manner and method of collecting such service charges;

M. *General health, safety, and welfare.* To define, regulate, and prohibit any act, practice, conduct, or use of property which is detrimental to health, sanitation, cleanliness, welfare, and safety of the inhabitants of the City, and to provide for the enforcement of such standards;

N. *Gifts.* To accept or refuse gifts, donations, bequests, or grants from any source for any purpose related to the powers and duties of the City and the general welfare of its citizens, on such terms and conditions as the donor or grantor may impose;

O. *Health and sanitation.* To prescribe standards of health and sanitation and to provide for the enforcement of such standards;

P. *Jail sentences.* To provide that persons given jail sentences in the Municipal Court may work out such sentences in any public works or on the streets, roads, drains, and squares in the City; to provide for commitment of such persons to any jail; or to provide for commitment of such persons to any county work camp or county jail by agreement with the appropriate county officials;

Q. *Motor vehicles.* To regulate the operation of motor vehicles and exercise control over all traffic, including parking upon or across the streets, roads, alleys, and walkways of the City;

R. *Municipal agencies and delegation of power.* To create, alter, or abolish departments, boards, offices, commissions, and agencies of the City; and to confer upon such agencies the necessary and appropriate authority for carrying out all the powers conferred upon or delegated to the same;

S. *Municipal debts.* To appropriate and borrow money for the payment of debts of the City and to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized by this Charter or the laws of the State of Georgia;

T. *Municipal property ownership.* To acquire, dispose of, and hold in trust or otherwise any real, personal, or mixed property, in fee simple or lesser interest, inside or outside the property limits of the City;

U. *Municipal property protection.* To provide for the preservation and protection of property and equipment of the City and the administration and use of same by the public; and to prescribe penalties and punishment for violations thereof;

V. *Municipal utilities.* To acquire, lease, construct, operate, maintain, sell, and dispose of public utilities, including but not limited to a system of waterworks, sewers and drains, sewage disposal, gas works, electric light plants, transportation facilities, public airports, and any other public utility; to fix the taxes, charges, rates, fares, fees, assessments, regulations, and penalties; to provide for the withdrawal of service for refusal or failure to pay the same; to authorize the extension of water, sewerage, and electrical distribution systems, and all necessary appurtenances by which the utilities are distributed, inside and outside the corporate limits of the City; and to provide utility services to persons, firms, and corporations inside and outside the corporate limits of the City as provided by ordinance;

W. *Nuisance.* To define a nuisance and provide for its abatement whether on public or private property;

X. *Penalties.* To provide penalties for violation of any ordinances adopted pursuant to the authority of this Charter and the laws of the State of Georgia;

Y. *Planning and zoning.* To provide comprehensive city planning for development by zoning; and to provide subdivision regulation and the like as Mayor and Council deems necessary and reasonable to ensure a safe, healthy, and esthetically pleasing community;

Z. *Police and fire protection.* To exercise the power of arrest through duly appointed police officers; and to establish, operate, or contract for a police and a fire-fighting agency;

AA. *Public hazards; removal.* To provide for the destruction and removal of any building or other structure which is or may become dangerous or detrimental to the public;

BB. *Public improvements.* To provide for the acquisition, construction, building, operation, and maintenance of public ways, parks and playgrounds, recreational facilities, cemeteries, markets and market houses, public buildings, libraries, public housing, airports, hospitals, terminals, docks, parking facilities, or charitable, cultural, educational, recreational, conservation, sport, curative, corrective, detentional, penal, and medical institutions, agencies, and facilities; to provide any other public improvements, inside or outside the corporate limits of the City; to regulate the use of public improvements; and, for such purposes, property may be acquired by condemnation under Title 22 of the O.C.G.A. or such other applicable laws as are or may hereafter be enacted;

CC. *Public peace.* To provide for the prevention and punishment of intoxication, riots, and public disturbances;

DD. *Public transportation.* To organize and operate such public transportation systems as are deemed beneficial;

EE. *Public utilities and services.* To grant franchises or make contracts for public utilities and public services and to prescribe the rates, fares, regulations, standards, and conditions of service applicable to the service to be provided by the franchise grantee or contractor, insofar as not in conflict with valid regulations of the Public Service Commission;

FF. *Regulation of roadside areas.* To prohibit or regulate and control the erection, removal, and maintenance of signs, billboards, trees, shrubs, fences, buildings, and any and all other structures or obstructions upon or adjacent to the rights-of-way of streets and roads or within view thereof, within or abutting the corporate limits of the City; and to prescribe penalties and punishment for violation of such ordinances;

GG. *Retirement.* To provide and maintain a retirement plan for officers and employees of the City;

HH. *Roadways.* To lay out, open, extend, widen, narrow, establish or change the grade of, abandon or close, construct, pave, maintain, repair, clean, prevent erosion of, and light the roads, alleys, and walkways within the corporate limits of the City; to negotiate and execute leases over, through, under, or across any city property or the right-of-way of any street, road, alley, and walkway or portion thereof within the corporate limits of the City, for bridges, passageways, or any other purpose or use between buildings on opposite sides of the street and for other bridges, overpasses, and underpasses for private use at such location, and to charge a rental therefor in such manner as may be provided by ordinance; to authorize and control the construction of bridges, overpasses, and underpasses within the corporate limits of the City; to grant franchises and rights-of-way throughout the streets and roads, and over the bridges and viaducts for the use of public utilities and for private use; and to require real estate owners to repair and maintain in a safe condition the sidewalks adjoining their lots or lands, and to impose penalties for failure to do so;

II. *Sewer fees.* To levy a fee, charge, or sewer tax as necessary to assure the acquiring, constructing, equipping, operating, maintaining, and extending of a sewage disposal plant and sewerage system and to levy on those to whom sewers and sewerage systems are made available a sewer service fee, charge, or sewer tax for the availability or use of the sewers; to provide for the manner and method of collecting such service charges and for enforcing payment of the same; and to charge, impose, and collect a sewer connection fee or fees to those connected with the system;

JJ. *Solid waste disposal.* To provide for the collection and disposal of garbage, rubbish, and refuse and to regulate the collection and disposal of garbage, rubbish, and refuse by others and to provide for the separate collection of glass, tin, aluminum, cardboard, paper, and other recyclable materials;

KK. *Special areas of public regulation.* To regulate or prohibit junk dealers, pawn shops, the manufacture, sale, or transportation of intoxicating liquors and drugs, and the use of firearms; to regulate the transportation, storage, and use of combustible, explosive, and flammable materials, the use of lighting and heating equipment, and any other business or situation which may be dangerous to persons or property; to regulate and control the conduct of peddlers and itinerant traders, theatrical performances, exhibitions, and shows of any kind, by taxation or otherwise; and to license, tax, regulate, or prohibit professional fortune telling, palmistry, adult bookstores, and massage parlors;

LL. *Special assessments.* To levy and provide for the collection of special assessments to cover the costs for any public improvements;

MM. *Taxes: ad valorem.* To levy and provide for the assessment, valuation, revaluation, and collection of taxes on all property subject to taxation;

NN. *Taxes: other.* To levy and collect such other taxes as may be allowed now or in the future by law;

OO. *Trees.* The Mayor and Council of Oxford shall have full power and authority to adopt and enforce ordinances for the protection and preservation of trees on the streets, public places, cemeteries and parks in the City and to prevent the cutting, impairing or mutilations thereof by telephone, telegraph,

electric light linemen or employees, or any other person unless the same is done under and with the express and formal consent of the Mayor and Council or some officer appointed by them to direct the same, and then only when absolutely necessary for the public service or safety.

PP. *Urban redevelopment.* To organize and operate an urban redevelopment program;

QQ. *Vehicles for Hire.* To regulate and license vehicles operated for hire in the City; to limit the number of such vehicles; to require the operators thereof to be licensed; to require public liability insurance on such vehicles in the amounts to be prescribed by ordinance; and to regulate the parking of such vehicles;

RR. *Other powers.* To exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the City and its inhabitants; to exercise all implied powers necessary to carry into execution all powers granted in this Charter as fully and completely as if such powers were fully stated herein; to exercise all powers now or in the future authorized to be exercised by other municipal governments under other laws of the State of Georgia; and no listing of particular powers in this Charter shall be held to be in addition to such powers unless expressly prohibited to municipalities under the Constitution or applicable laws of the State of Georgia.

[Sec.] 5. Exercise of powers.

All powers, functions, rights, privileges, and immunities of the City, its officers, agencies, or employees shall be carried into execution as provided by this Charter. If this Charter makes no provision, such shall be carried into execution as provided by ordinance or as provided by pertinent laws of the State of Georgia.

ARTICLE II. GOVERNMENT STRUCTURE

[Sec.] 1. City Council creation; number; election.

The legislative authority of the government of this City, except as otherwise specifically provided in this Charter, shall be vested in a City Council to be composed of a Mayor and six councilmembers. The Mayor and councilmembers shall be elected in the manner provided by this Charter.

[Sec.] 2. City Council terms and qualifications for office.

The members of the City Council shall serve for terms of four years and until their respective successors are elected and sworn in. No person shall be eligible to serve as Mayor or councilmember unless he shall have been a resident of the City for 12 months prior to the date of qualification for the election of Mayor or councilmember (as the case may be). Each such official shall continue to reside in the City during his period of service and continue to be registered and qualified to vote in municipal elections of this City.

[Sec.] 3. Vacancy; suspensions; filling of vacancies.

Vacancies. The office of Mayor or councilmember shall become vacant upon the incumbent's death, resignation, forfeiture of office, or removal from office in any manner authorized by this Charter or the general laws of the State of Georgia. A vacancy in the office of Mayor or councilmember shall be filled for the remainder of the unexpired term, if any, by the Mayor and Council.

[Sec.] 4. Failure to qualify.

A failure to take the oath of office within 15 days after the first day of January, unless for providential cause, shall operate to vacate the office of the Mayor or councilmember.

A. *Suspension.* Upon the suspension from office of Mayor or councilmember in any manner authorized by the general laws of the State of Georgia, Mayor and Council, or those remaining, shall appoint a successor for the duration of the suspension. If the suspension becomes permanent, then the office shall become vacant and shall be filled for the remainder of the unexpired term, if any, as provided for in this Charter.

B. *Filling Vacancy.* In the event of a vacancy in the office of Mayor or councilmember prior to the expiration of a regular term of office, the remaining councilmembers and Mayor, if any, shall fill the vacant office for the unexpired term, provided that the person or persons selected shall meet the requirements of article II, [section] 2 of this Charter.

[Sec.] 5. Compensation and expenses.

The Mayor and councilmembers shall receive compensation and expenses for their services as provided by resolution.

[Sec.] 6. Conflicts of interest; holding other offices.

A. *Officers as Trustees.* Elected and appointed officers of the City are trustees and servants of the residents of the City and shall act in a fiduciary capacity for the benefit of such residents.

B. *Conflict of Interest.* No elected official, appointed officer, or employee of the City or any agency or political entity to which this Charter applies shall knowingly:

(1) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or which would tend to impair the independence of his judgment or action in the performance of his official duties;

(2) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair the independence of his judgment or action in the performance of his official duties;

(3) Disclose confidential information concerning the property, government, or affairs of the governmental body by which he is engaged without proper legal authorization or use such information to advance the financial or other private interest of himself or others;

(4) Accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm, or corporation which to his knowledge is interested, directly or indirectly, in any manner whatsoever, in business dealings with the governmental body by which he is engaged; provided, however, that an elected official who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;

(5) Represent other private interests in any action or proceeding against this City or any portion of its government; and

(6) Vote or otherwise participate in the negotiation or in the making of any contract with any business or entity in which he has a financial interest.

C. *Disclosure.* Any elected official, appointed officer, or employee who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of the City shall

disclose such private interest to the City Council. The Mayor or any councilmember who has a private interest in the matter pending before Mayor and Council shall disclose such private interest and such disclosure shall be entered on the records of the City Council, and he shall disqualify himself from participating in any decision or vote relating thereto. Any elected official, appointed officer, or employee of any agency or political entity to which this Charter applies who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within such entity shall disclose such private interest to the governing body of such agency or entity.

D. *Use of Public Property.* No elected official, appointed officer, or employee of the City or any agency or entity to which this Charter applies shall use property owned by such governmental entity for personal benefit, convenience, or profit except in accordance with policies promulgated by Mayor and Council or the governing body of such agency or entity.

E. *Contracts Voidable and Rescindable.* Any violation of this article which occurs with the knowledge, express or implied, of a party to a contract or sale shall render the contract or sale voidable at the option of the Mayor and Council.

F. *Ineligibility of Elected Official.* Except where authorized by law, neither the Mayor nor any Councilmember shall hold any other elective or appointed office in city government during the term for which he was elected.

G. *Political Activities of Certain Officers and Employees.* No appointed officer and no employee of the City shall continue in such employment upon qualifying as a candidate for nomination or election to any public office.

H. *Penalties for Violation.*

(1) Any city officer or employee who knowingly conceals such financial interest or knowingly violates any of the requirements of this article shall be guilty of malfeasance in office or position and shall be deemed to have forfeited his office or position.

(2) Any officer or employee of the City who shall forfeit his office or position as described in paragraph (1) of this subparagraph shall be ineligible for appointment or election to or employment in a position in the City government for a period of three years thereafter.

[Sec.] 7. Inquiries and investigations.

Mayor and Council may make inquiries and investigations into the affairs of the any and the conduct of any department, office, or agency thereof, and for this purpose may subpoena witnesses, administer oaths take testimony, and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by Mayor and Council shall be punished as provided by ordinance.

[Sec.] 8. General power and authority of the Mayor and Council.

Except as otherwise provided by law or this Charter, the Mayor and Council shall be vested with all the powers of government of this City as provided by article I.

[Sec.] 9. Eminent domain.

Mayor and Council are empowered to acquire, construct, operate, and maintain public ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries, sewers, drains, sewage treatment, waterworks, electrical systems, gas systems, airports, hospitals, and charitable, educational, recreational, sport, curative, corrective, detentional, penal, and medical institutions, agencies, and facilities, and any other public improvements inside or outside the use thereof, the City, and to regulate and for such purposes, property may be condemned under procedures established under general law applicable now or as provided in the future.

[Sec.] 10. Organizational meetings.

Mayor and Council shall hold an organizational meeting on the first Monday of each year, unless such date falls on a holiday, then on the second Monday. The meeting shall be called to order by a legal Officer of the Court, and the oath of office shall be administered to the Mayor and councilmembers as follows:

> "I do solemnly (swear) (affirm) that I will faithfully perform the duties of (Mayor) (councilmember) of this City and that I will support and defend the Charter thereof as well as the Constitution and laws of the State of Georgia and of the United States of America."

[Sec.] 11. Regular and special meetings.

A. Mayor and Council shall hold regular meetings at such times and places as prescribed by ordinance.

B. Special meetings of Mayor and Council may be held on call of the Mayor or four members of the City Council. Notice of such special meetings shall be served on all other members personally, or by telephone personally, at least forty-eight (48) hours in advance of the meeting. Such notice to councilmembers shall not be required if the Mayor and all councilmembers are present when the special meeting is called. Such notice of any special meeting may be waived by a councilmember in writing before or after such a meeting, and attendance at the meeting shall also constitute a waiver of notice on any business transacted in such councilmember's presence. Only the business stated in the call may be transacted at the special meeting.

C. All meetings of Mayor and Council shall be public to the extent required by law, and notice to the public of special meetings shall be made as fully as is reasonably possible prior to such meetings.

[Sec.] 12. Rules of procedure.

A. Mayor and Council shall adopt rules of procedure and order of business consistent with the provisions of this Charter and shall provide for keeping a journal of proceedings, which shall be a public record.

B. All committees, boards and commissions of citizens shall be appointed by the Mayor and Council and shall serve at their pleasure. The Mayor and Council shall have the power to appoint new members to any committee at any time; each committee may appoint its own chairperson, if the chairperson has not been especially appointed by Mayor and Council.

[Sec.] 13. Quorum; voting.

Five councilmembers (one of whom may be the Mayor) shall constitute a quorum and shall be authorized to transact business of the City Council. Voting on the adoption of ordinances shall be by voice vote or raising of right hand and the vote shall be recorded in the journal, but any member of the City Council shall have the right to request a roll-call vote and such vote shall be recorded in the journal. Except as otherwise provided in this Charter, the affirmative vote of four shall be required for the adoption of any ordinance, resolution, or motion.

[Sec.] 14. Ordinance form; procedure.

A. Every proposed ordinance should be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be "The Council of the City of Oxford hereby ordains" and every ordinance shall so begin.

B. An ordinance may be introduced by any councilmember and be read at a regular or special meeting of the City Council. Ordinances shall be considered and adopted or rejected by Mayor and Council in accordance with the rules which it shall establish; provided, however, an ordinance shall not be adopted the same day it

is introduced, except for emergency ordinances provided in article II, [section] 16 of this Charter. Upon introduction of any ordinance, the Clerk shall as soon as possible distribute a copy to the Mayor and to each councilmember and shall file a reasonable number of copies in the office of the Clerk and at such other public places as Mayor and Council may designate.

[Sec.] 15. Action requiring an ordinance.

Acts of Mayor and Council which have the force and effect of law shall be enacted by ordinance or resolution.

[Sec.] 16. Emergencies.

To meet a public emergency affecting life, health, property, or public peace, Mayor and Council may convene on call of the Mayor or four councilmembers and may promptly adopt an emergency ordinance, but such ordinance may not levy taxes; grant, renew, or extend a franchise; regulate the rate charged by any public utility for its services; or authorize the borrowing of money except for loans to be repaid within 30 days. An emergency ordinance shall be introduced in the form prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing such emergency in clear and specific terms. An emergency ordinance may be adopted, with or without amendment, or rejected at the meeting at which it is introduced, but the affirmative vote of at least three councilmembers shall be required for adoption. It shall become effective upon adoption or at such later time as it may specify. Every emergency ordinance shall automatically stand repealed 30 days following the date upon which it was adopted, but this shall not prevent reenactment of the ordinance in the manner specified in this article if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this article for adoption of emergency ordinances.

[Sec.] 17. Code of technical regulations.

A. Mayor and Council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedure and requirements governing such adopting ordinance shall be as prescribed for ordinances generally except that:

   (1) The requirements of subparagraph B of article II, [section] 14 of this Charter for distribution and filing of copies of the ordinance shall be construed to include copies of any code of technical regulations, as well as the adopting ordinance; and

   (2) A copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the Clerk pursuant to article II, [section] 18 of this Charter.

B. Copies of any adopted code of technical regulations shall be made available by the Clerk for distribution or for purchase at a reasonable price.

[Sec.] 18. Signing; authenticating; recording; codification; printing.

A. The Clerk shall authenticate by his signature and record in fall in a properly indexed book kept for that purpose all ordinances or resolutions adopted by the Council.

B. Mayor and Council shall provide for the preparation of a general codification of all the ordinances of the City having the force and effect of law. The general codification shall be adopted by Mayor and Council by ordinance and shall be published promptly, together with all amendments thereto and such codes of technical regulations and other rules and regulations as Mayor and Council may specify. This compilation shall be known and cited officially as "The Code of the City of Oxford, state." Copies of the Code shall be

furnished to all officers, departments, and agencies of the City and shall be made available for purchase by the public at a reasonable price as fixed by the Mayor and Council.

C. Mayor and Council shall cause each ordinance and each amendment to this Charter to be printed promptly following its adoption, and the printed ordinances and Charter amendments shall be made available for purchase by the public at reasonable prices to be fixed by the Mayor and Council. Following publication of the first code under this Charter and at all times thereafter, the ordinances and Charter amendments shall be printed in substantially the same style as the code currently in effect and shall be suitable for incorporation therein. Mayor and Council shall make such farther arrangements as deemed desirable with the reproduction and distribution of any current changes in or additions to codes of technical regulations and other rules and regulations included in the Code.

[Sec.] 19. Election of Mayor; forfeiture; compensation.

The Mayor shall be elected and shall serve for a term of four years and until his successor is elected and qualified. The Mayor shall be a qualified elector of this City and shall have been a resident of the City for 12 months prior to his qualification for his election. The Mayor shall continue to reside in this City during the period of his service. He shall forfeit his office on the same grounds and under the same procedure as for councilmembers. The compensation of the Mayor shall be established in the same manner as for councilmembers.

[Sec.] 20. Chief executive officer.

The Mayor shall be the executive of this City. The Mayor shall possess all of the executive and administrative power granted to the City under the Constitution and laws of the State of Georgia and all the executive and administrative powers contained in this Charter.

[Sec.] 21. Powers and duties of Mayor.

As the chief executive of this City, the Mayor shall:

A. Preside at all meetings of the City Council;

B. Be the head of the City for the purpose of service of process and for ceremonial purposes, and be the official spokesperson for the City and the chief advocate of policy;

C. Have the power to administer oaths and to take affidavits;

D. Sign as a matter of course on behalf of the City all written and approved contracts, ordinances, and other instruments executed by the City which by law are required to be in writing, and are not otherwise delegated to the City Manager;

E. Vote on matters before Mayor and Council and be counted toward a quorum as any other councilmember;

F. Have prepared and submitted to the Council a recommended annual operating budget and recommended capital budget; and

G. Assign councilmembers to their committees of responsibilities each year at the first scheduled Council meeting;

H. Fulfill such other executive and administrative duties as Mayor and Council shall establish by ordinance.

[Sec.] 22. Mayor Pro Tem; selection; duties.

By a majority vote, Mayor and Council shall elect a councilmember to serve as Mayor pro tern. The Mayor pro tern shall preside at all meetings of the City Council and shall assume the duties and powers of the Mayor upon the Mayor's disability or absence. Mayor and Council by a majority vote shall elect a new presiding officer from among the councilmembers for any period in which the Mayor pro tern is disabled, absent, or acting as Mayor. Any such absence or disability shall be declared by majority vote of all councilmembers.

ARTICLE III. ADMINISTRATIVE AFFAIRS

[Sec.] 1. Organization and General Provision.

A. *City manager.*

(1) *City manager; appointment and qualification.* The Mayor shall appoint, subject to confirmation by the Council, an officer whose title shall be the "City Manager". The City Manager shall be appointed without regard to political beliefs and solely on the basis of his education and experience in the accepted competencies and practices of local government management. The appointment is re-confirmed at the beginning of each fiscal year.

(2) *City manager; chief administrative officer.* The City Manager shall be the chief administrative officer of the government of the City. The City Manager must devote all of his working time and attention to the affairs of the City and shall be responsible to the Mayor and Council for the proper and efficient administration of the affairs of the City over which the officer has jurisdiction.

(3) *City manager; powers and duties enumerated.* The City Manager shall have the power, and it shall be his duty to:

(a) See that all laws and ordinances are enforced;

(b) Appoint and employ all necessary employees of the City, provided that the power of this appointment shall not include officers and employees who by this Charter are appointed or elected by the Mayor and the Council ~~or departments not under the jurisdiction of the City Manager~~;

(c) Remove those employees over whom he has the power to appoint and employ under (b) (immediately above) without the consent of the Council and without assigning any reason therefore;

(d) Exercise supervision and control of all departments and all divisions created in this Charter or that may hereafter be created by the Council except as otherwise provided in this Charter;

(e) Attend all meetings of the Council, without a right to vote, but with a right to take part in the discussions as seen fit by the chair; provided, however, that regardless of the decision of the meeting chair the City Manager may take part in any discussion and report on any matter requested and approved by the Council at such meeting. The City Manager shall be entitled to notice of all special meetings;

(f) Recommend to the Council, after prior review and comment by the Mayor, for adoption such measures as the City Manager may deem necessary or expedient;

(g) See that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise are faithfully kept and performed and upon knowledge of any violation thereof

to call the same to the attention of the City Attorney, whose duty it shall be forthwith to take such steps as are necessary to protect and enforce the same;

(h) Make and execute all lawful contracts on behalf of the City as to matters within the City Manager's level of authorization as established by the Council to the extent that such contracts are funded in the City's budget, except such as may be otherwise provided by law; provided, however, that no contract purchase or obligation requiring a budget amendment shall be valid and binding until after approval of the Council;

(i) Sign all orders, checks, and warrants for payment of money within the City Manager's level of authorization as established by the Council to the extent that such contracts are funded in the City's budget, except such as may be otherwise provided by law; provided, however, that no such order, check, or warrant requiring a budget amendment shall be valid and binding until after approval of the Council;

(j) Act as budget officer to prepare and submit to the Council, after review and comment by the Mayor, prior to the beginning of each fiscal year a budget of proposed expenditures for the ensuing year, showing in as much detail as practicable the amounts allotted to each department of the City government and the reasons for such estimated expenditures;

(k) Keep the Council at all times fully advised as to the financial condition and needs of the City;

(l) Make a full written report to the Council each month showing the operations and expenditures of each department of the City government for the preceding month, and a synopsis of such reports shall be published by the City Clerk;

(m) Fix all salaries and compensation of city employees in accordance with the City budget and the City pay and classification plan; and

(n) Perform such other duties as may be prescribed by this Charter or required by ordinance or resolution of the Council.

(4) *City Manager; Council Interference With Administration.* Except for the purpose of inquiries and investigations, the Council or its members shall deal with city officers and employees who are subject to the direction or supervision of the City Manager solely through the City Manager, and neither the Council nor its members shall give orders to any such officer or employee, either publicly or privately.

(5) *City Manager; Removal.*

(a) The Mayor and Council may remove the City Manager from office, with or without cause, in accordance with the following procedures;

(b) The Council shall adopt by affirmative vote of a majority of all its members a preliminary resolution removing the City Manager and may suspend the City Manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the City Manager;

(c) Within five days after a copy of the resolution is delivered to the City Manager, he may file with the Council a written request for a public hearing. This hearing shall be held at a Council meeting not earlier than 15 days nor later than 30 days after the request is filed. The City Manager may file with the Council a written reply not later than five days before the hearing; and

(d) The Council may adopt a final resolution of removal, which may be made effective immediately by affirmative vote of four of its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the City Manager if he has not requested a public hearing, or at any time after the public hearing if he has requested one.

(e) The City Manager shall continue to receive his salary until the effective date of a final resolution of his removal. The action of the Council in suspending or removing the City Manager shall not be subject to review by any court or agency.

(f) If the City Manager is suspended in accordance with subsection (a) of this section or becomes disabled and is unable to carry out the duties of the office or if the City Manager dies, the acting City Manager shall perform the duties of the City Manager until the City Manager's disability is removed or until the City Manager is replaced. Removal of the City Manager because of disability shall be carried out in accordance with the provisions of subsection (a) of this section.

(6) *City manager; acting City Manager.*

(a) The Mayor with the approval of the Council may appoint himself / herself or any person to exercise all powers, duties, and functions of the City Manager during the City Manager's suspension, temporary absence from the City, or during the City Manager's disability.

(b) In the event of a vacancy in the office of City Manager, the Mayor may designate with the approval of the Council a person as acting City Manager, who shall exercise all powers, duties, and functions of the City Manager until a City Manager is appointed.

B. *Department heads.*

(1) Except as otherwise provided in this Charter, Mayor and Council by resolution shall prescribe the functions or duties of and establish, abolish, or alter all nonelective offices, positions of employment, departments, and agencies of the City and establish professional qualifications as necessary for the proper administration of the affairs and government of the City.

(2) Except as otherwise provided by this Charter or by law, all appointed officers of the City shall be appointed solely on the basis of their respective administrative and professional qualifications.

(3) All appointed officers shall receive such compensation as prescribed by ordinance or resolution.

(4) The Mayor may suspend or remove any and all appointed city officials, but such suspension or removal shall not be final for 21 calendar days following the Mayor giving written notice of such action and the reasons therefor to the appointed city official involved and to the City Council. The appointed city official involved may appeal within 21 days to the Council which, after a hearing, may override the Mayor's action by a vote of four Councilmembers.

C. *Boards, commissions.*

(1) Mayor and Council shall create by ordinance or resolution such boards, commissions, and authorities to fulfill any functions Mayor and Council deem necessary and shall by ordinance or resolution establish the composition, period of existence, duties, and powers thereof.

(2) All members of boards, commissions, and authorities of the City shall be appointed by Mayor and Council for such terms of office and in such manner as shall be provided by ordinance or resolution, except where other appointing authority, terms of office, or manner of appointment is prescribed by this Charter or by law.

(3) Mayor and Council by ordinance or resolution may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority.

(4) Except as otherwise provided by this Charter or by law, no member of any board, commission, or authority shall hold any elective office in the City.

(5) Any vacancy on a board, commission, or authority of the City shall be filled for the unexpired term in the manner prescribed in this article for original appointment, except as otherwise provided by this Charter or by law.

(6) No member of a board, commission, or authority shall assume office until he has executed and filed with the Clerk of the City an oath obligating himself to faithfully and impartially perform the duties of his office, such oath to be prescribed by ordinance or resolution and administered by the Mayor.

(7) Any member of a board, commission, or authority may be removed from office for cause by a vote of four members of the City Council.

(8) Except as otherwise provided by this Charter or by law, each board, commission, or authority of the City may elect one of its members as chairperson and one member as vice chairperson and may elect as its secretary one of its own members or may appoint as secretary an employee of the City, provided that the Mayor and Council did not especially appoint a chairperson at the time of appointment. Each board shall pass rules and regulations, not inconsistent with this Charter, ordinances of the City, or law, as it deems appropriate and necessary for the fulfillment of its duties or the conduct of its affairs. Copies of such rules and regulations shall be filed with the Clerk of the City.

[Sec.] 2. Administrative officers.

A. *City Attorney.* Mayor and Council shall appoint a City Attorney at the first scheduled meeting of the calendar year for a term of one year, together with such assistant City Attorneys as may be authorized, and shall provide for the payment of such attorney or attorneys for services rendered to the City. The City Attorney shall be responsible for representing and defending the City in all litigation in which the City is a party; may be solicitor in the Municipal Court; shall attend the meetings of the Council as directed; shall advise the City Council, Mayor, and other officers and employees of the City concerning legal aspects of the City's affairs; and shall perform such other duties as may be required of him by virtue of his position as City Attorney.

B. *City Clerk.* Mayor and Council shall appoint a City Clerk at the first scheduled meeting of the calendar year for a term of one year, who shall not be a Councilmember. The City Clerk shall be custodian of the official city seal; maintain City Council records required by this Charter; and perform such other duties as may be required by the City Council, ***and as supervised by the City Manager***.

C. *City Treasurer.* Mayor and Council may appoint a City Treasurer at the first scheduled meeting of the calendar year for a term of one year to collect all taxes, licenses, fees, and other moneys belonging to the City subject to the provisions of this Charter and the ordinances of the City and to enforce all laws of state relating to the collection of delinquent taxes and sale or foreclosure for nonpayment of taxes by the City. The City Treasurer shall also be responsible for the general duties of a treasurer and fiscal officer***, and shall be supervised by the City Manager***.

D. *Chief of Police.* Mayor and Council shall appoint a Chief of Police at the first scheduled meeting of the calendar year for a term of one year, to perform the duties as the administrative officer of the Police Department and have all the powers of an arresting officer within the City of Oxford; he shall further have all the powers usual and incident to such office; he shall have the power to serve all papers and summons/citations and execute all writs and executions directed by the municipality and the State of Georgia; he shall perform all duties prescribed by State law and by this Charter, and carry out such other duties as the Mayor and Council may lawfully direct. The ***Chief of Police*** ~~municipality through Mayor and Council~~ shall have the power to hire additional police officers to assist the Chief of Police in his duties and to act in his stead. ***The Chief of Police shall be supervised by the City Manager.***

E. *Municipal Judge.* Mayor and Council shall appoint a Municipal Judge at the first scheduled meeting of the calendar year for a term of one year, whose duty it shall be to try all cases of violation of the City ordinances and perform such functions and acts as may be laid upon him by the provisions of this Charter, or shall be from time to time placed upon him by the ordinances or by-laws adopted by the Mayor and Council of the City of Oxford.

[Sec.] 3. Personnel administration.

A. *Position classification and pay plans.* The City Clerk shall be responsible for the preparation of a position classification and pay plan which shall be submitted to [the] Mayor and Council for approval. Such plan may apply to all employees of the City and any of its agencies, departments, boards, commissions, or authorities. When a pay plan has been adopted, Mayor and Council shall not increase or decrease the salary range applicable to any position except by amendment of such pay plan. For purposes of this article, all elected and appointed city officials are not city employees.

B. *Personnel policies.* Mayor and Council shall adopt rules and regulations consistent with this Charter concerning:

(1) The method of employee selection and probationary periods of employment;

(2) The administration of the position classification and pay plan, methods of promotion and application of service ratings thereto, and transfer of employees within the classification plan;

(3) Hours of work, vacation, sick leave, other leaves of absence, overtime pay, and the order and manner in which layoffs shall be effected;

(4) Such dismissal hearings as due process may require; and

(5) Such other personnel notices as may be necessary to provide for adequate and systematic handling of personnel affairs.

ARTICLE IV. JUDICIAL BRANCH

[Sec.] 1. Municipal Court.

There shall be a court to be known as the Municipal Court of the City of Oxford.

[Sec.] 2. Judges.

A. The Municipal Court shall be presided over by a Chief Judge and such part-time, full-time, or stand-by judges as shall be provided by ordinance. The method of selection and terms of such judges shall be provided by ordinance,

B. No person shall be qualified or eligible to serve as a judge on the Municipal Court unless he shall have attained the age of 25 years and shall have a high school diploma or its equivalent. The Chief Judge shall be nominated and appointed by the Mayor and Council and shall serve at the pleasure of the Mayor and Council. All other judges shall be nominated by the chief judge and appointed by the Mayor and City Council.

C. Compensation of the judges shall be fixed by ordinance.

D. Judges may be removed for cause by a vote of four members of the City Council.

E. Before assuming office, each judge shall take an oath, given by the Mayor, that he will honestly and faithfully discharge the duties of his office to the best of his ability and without fear, favor, or partiality. The oath shall be entered upon the minutes of the City Council journal required in article II, [section] 12 of this Charter.

[Sec.] 3. Convening of court.

The Municipal Court shall be convened at regular intervals as provided by ordinance.

[Sec.] 4. Jurisdiction; powers.

A. The Municipal Court shall try and punish violations of its Charter, all city ordinances, and such other violations as provided by law.

B. The Municipal Court shall have authority to punish those in its presence for contempt, provided that such punishment shall not exceed $200.00 or ten days in jail.

C. The Municipal Court may fix punishment for offenses within its jurisdiction not exceeding a fine of $1,000.00 or imprisonment for six months or both such fine and imprisonment or may fix punishment by fine, imprisonment, or alternative sentencing as now or hereafter provided by law.

D. The Municipal Court shall have authority to establish a schedule of fees to defray the cost of operation and shall be entitled to reimbursement of the cost of meals, transportation, and catering of prisoners bound over to superior courts for violations of state law.

E. The Municipal Court shall have authority to establish bail and recognizances to ensure the presence of those charged with violations before the court and shall have discretionary authority to accept cash or personal or real property as surety for the appearance of persons charged with violations. Whenever any person shall give bail for his appearance and shall fail to appear at the time fixed for trial, his bond shall be forfeited by the judge presiding at such time and an execution issued thereon by serving the defendant and his sureties with a rule nisi at least two days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond for security for the appearance of a defendant at trial, and if such defendant fails to appear at the time and place fixed for trial, the cash so deposited shall be on order of the judge declared forfeited to the City or the property so deposited shall have a lien against it for the value forfeited, which lien shall be enforceable in the same manner and to the same extent as a lien for city property taxes.

F. The Municipal Court shall have the same authority as superior courts to compel the production of evidence in the possession of any party; to enforce obedience to its orders, judgments, and sentences; and to administer such oaths as are necessary.

G. The Municipal Court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summonses, subpoenas, and warrants which may be served as executed by any officer as authorized by this Charter or by law.

H. Each judge of the Municipal Court shall be authorized to issue warrants for the arrest of persons charged with offenses against any ordinance of the City, and each judge of the Municipal Court shall have the same authority as a magistrate of the State to issue warrants for offenses against state laws committee within the City.

I. The Municipal Court is specifically vested with all the jurisdiction and powers throughout the geographic area of this City granted by law to Mayor's, recorder's and police courts, and particularly by such laws as authorize the abatement of nuisances and prosecution of traffic violations.

[Sec.] 5. Certiorari.

The right of certiorari from the decision and judgment of the Municipal Court shall exist in all criminal cases and ordinance violations cases, and such certiorari shall be obtained under the sanction of a judge of the Superior Court of Newton County under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari.

[Sec.] 6. Rules for court.

With the approval of the Mayor and Council, the judge shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the Municipal Court; provided, however, that Mayor and Council may adopt in part or in to the rules and regulations applicable to superior courts. The rules and regulations made or adopted shall be filed with the City Clerk, shall be available for public inspection, and, upon request, a copy shall be furnished to all defendants in Municipal Court proceedings at least forty-eight (48) hours prior to the proceedings.

ARTICLE V. ELECTIONS AND REMOVAL

[Sec.] 1. General law; applicability of general law.

All primaries and elections shall be held and conducted in accordance with Chapter 2 of Title 21 of the O.C.G.A., known as the "State Election Code."

[Sec.] 2. Election of officers.

A. *Election of Mayor and councilmembers.*

(1) There shall be a municipal general election on the first Tuesday following the first Monday in November, 2001, and biennially thereafter.

(2) There shall be elected three councilmembers at the next election under this new Charter and at every other election thereafter. The remaining City Council seats and the office of Mayor shall be filled at the election alternating with the first election so that a continuing body is created as provided for in the initial election held pursuant to article V, [section] 2D of this Charter.

B. *Nonpartisan elections.* Political parties shall not conduct primaries for city offices and all names of candidates for city offices shall be listed without party designations.

C. *Election by majority.* The person receiving a majority of the votes cast for any city office shall be elected.

D. *First election under this Charter.* The first municipal election after the adoption of this Charter shall be held in November, 2001, at which councilmember positions for posts 4, 5, and 6 (all posts are at-large posts) shall be filled. All persons giving notice of candidacy for a City Council seat shall designate the post being sought. Posts 4, 5 and 6 shall be filled at this first election for an initial term of four years and until their respective successors are elected and sworn in such that a continuing body is created. Each councilmember elected shall serve a fall term as provided in article II, [section] 2 of this Charter.

The second municipal election after the adoption of this Charter shall be held in November, 2003, at which councilmember positions for Posts 1,2, and 3 (all posts are at-large posts) and the office of Mayor shall be filled. All persons giving notice of candidacy for a City Council seat shall designate the post being sought. Posts 1, 2, and 3 shall be filled at this second municipal election for an initial term of four years and until their respective successors are elected and sworn in such that a continuing body is created. Each councilmember elected shall serve a fall term as provided in article II, [section] 2 of this Charter.

The office of Mayor shall be filled at this election of November, 2003, for an initial term of four years and until his successor is elected and sworn in such that continuing position of Mayor is created. The Mayor elected shall serve a fall term as provided in article II, [section] 19 of this Charter. The position of the Mayor shall be filled every four years hereafter.

[Sec.] 3. Other provisions.

A. Except as otherwise provided by this Charter, Mayor and Council shall by resolution prescribe such rules and regulations as it deems appropriate to fulfill any options and duties under Chapter 2 of Title 21 of the O.C.G.A., known as the "State Election Code."

B. Removal of officers.

(1) The Mayor, councilmembers, or appointed officers provided for in this Charter shall be removed from office for any one or more of the causes provided in Title 45 of the Official Code of State Annotated, or such other applicable laws as are or may hereafter be enacted.

(2) Removal of a Mayor, councilmember or appointed officer pursuant to subparagraph (a) of this article shall be accomplished by one of the following methods:

(a) Following a hearing at which an impartial panel shall render a decision. In the event an elected officer is sought to be removed by the action of the City Council, such officer shall be entitled to a written notice specifying the ground or grounds for removal and to a public hearing which shall be held not less than ten days after the service of such written notice. Mayor and Council shall provide by ordinance for the manner in which such hearing shall be held. Any elected official sought to be removed from office as herein provided shall have the right of appeal from the decision of Mayor and Council to the Superior Court of Newton County. Such appeal shall be governed by the same rules as govern appeals to the Superior Court from the probate court.

(b) By an order of the Superior Court of Newton County following a hearing on a complaint seeking such removal brought by any resident of the City of Oxford.

ARTICLE VI. FINANCE

[Sec.] 1. Taxation and various fees.

A. *Property tax.* Mayor and Council may assess, levy, and collect an ad valorem tax on all real and personal property within the corporate limits of the City that is subject to such taxation by the State and county. This tax is for the purpose of raising revenues to defray the costs of operating the City government, of providing governmental services, for the repayment of principal and interest on general obligations, and for any other public purpose as determined by Mayor and Council in its discretion.

B. *Millage rate; due date; payment methods.* Mayor and Council by resolution shall establish a millage rate for the City property tax, a due date, and the time period within which these taxes must be paid. Mayor and Council by resolution may provide for the payment of these taxes by voluntary payment of taxes prior to the time when due.

C. *Occupation taxes and business Taxes.* Mayor and Council by resolution shall have the power to levy such occupation or business taxes as are not denied by law. Such taxes may be levied on both individuals and corporations who transact business in this City or who practice or offer to practice any profession or calling therein to the extent such persons have a constitutionally sufficient nexus to this City to be so taxed. Mayor and Council may classify businesses, occupations, professions, or callings for the purpose of such taxation in any way which may be lawful and may compel the payment of such taxes as provided in article VI, [section] 1I of this Charter.

D. *Regulatory licenses, fees, permits.* Mayor and Council, by resolution, shall have the power to require any individuals or corporations who transact business in this City or who practice or offer to practice any profession or calling therein to obtain a license or permit for such activity from the City and pay a reasonable

fee for such license or permit where such activities are not now regulated by general law in such a way as to preclude City regulations. Such fees may reflect the total cost to the City of regulating the activity and, if unpaid, shall be collected as provided in article VI, [section] 2A of this Charter. Mayor and Council by resolution may establish reasonable requirements for obtaining or keeping such licenses as the public health, safety, and welfare necessitate.

E. *Franchises.* Mayor and Council shall have the power to grant franchises for the use of this City's streets and alleys for the purposes of railroads, street railways, telephone companies, electric companies, cable television, gas companies, transportation companies, and other similar organizations. Mayor and Council shall determine the duration, terms, whether the same shall be exclusive or nonexclusive, and the consideration for such franchises; provided, however, no franchise shall be granted unless the City receives just and adequate compensation therefor. Mayor and Council shall provide for the registration of all franchises with the City Clerk in a registration book kept by the Clerk. Mayor and Council may provide by resolution for the registration within a reasonable time of all franchises previously granted.

F. *Services charges.* Mayor and Council, by resolution, shall have the power to assess and collect fees, charges, and tolls for sewers, sanitary and health services, fire services or any other services provided or made available within and outside the corporate limits of the City for the total cost to the City of providing or making available such services. If unpaid, such fees, charges, and tolls shall be collected as provided in article VI, [section] 1I of this Charter.

G. *Special assessments.* Mayor and Council, by resolution, shall have the power to assess and collect the cost of constructing, reconstructing, widening, or improving any public way, street, sidewalk, curbing, gutters, sewers, or other utility mains and appurtenances from the abutting property owners under such terms and conditions as are reasonable. If unpaid, such charges shall be collected as provided in article VI, [section] 1I of this Charter.

H. *Construction; other taxes and fees.* This City shall be empowered to levy any other tax allowed now or hereafter by law, and the specific mention of any right, power, or authority in this article shall not be construed as limiting in any way the general powers of this City to govern its local affairs.

I. *Collection of delinquent taxes and fees.* Mayor and Council by resolution may provide generally for the collection of delinquent taxes, fees, or other revenue due the City under article VI, [sections] 1A through 1I of this Charter by whatever reasonable means as are not precluded by law. This shall include providing for the dates when the taxes or fees are due; late penalties or interest; issuance and execution of fi. fas.; creation and priority of liens; making delinquent taxes and fees personal debts of the persons required to pay the taxes or fees imposed; revoking city licenses for failure to pay any city taxes or fees; and providing for the assignment or transfer of tax executions.

[Sec.] 2. Borrowing.

A. *General obligation bonds.* Mayor and Council shall have the power to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized under this Charter or the laws of the State. Such bonding authority shall be exercised in accordance with the laws governing bond issuance by municipalities in effect at the time the issue is undertaken.

B. *Revenue bonds.* Revenue bonds may be issued by Mayor and Council as state law now or hereafter provides. Such bonds are to be paid out of any revenue produced by the project, program, or venture for which they were issued.

C. *Short-term loans.* The City may obtain short-term loans and must repay such loans not later than December 31 of each year, unless otherwise provided by law.

D. *Lease-purchase contracts.* The City may enter into multi-year lease, purchase, or lease-purchase contracts for the acquisition of goods, materials, real and personal property, services, and supplies provided the contract terminates without further obligation on the part of the City at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. Contracts must be executed in accordance with the requirements of O.C.G.A. § 36-60-13, or other such applicable laws as are or may hereafter be enacted.

[Sec.] 3. Accounting and budgeting.

A. *Fiscal year.* Mayor and Council shall set the fiscal year by resolution. This fiscal year shall constitute the budget year and the year for financial accounting and reporting of each and every office, department, agency, and activity of the City government.

B. *Preparation of budget.* Mayor and Council shall provide a resolution on the procedures and requirements for the preparation and execution of an annual operating budget, a capital improvements program, and a capital budget, including requirements as to the scope, content, and form of such budgets and programs.

C. *Submission of budget to City Council.* On or before a date fixed by Mayor and Council, but not later than 30 days prior to the beginning of each fiscal year. The Mayor shall submit to Mayor and Council a proposed operating budget for the ensuing fiscal year. The budget shall be accompanied by a message from the Mayor containing a statement of the general fiscal policies of the City, the important features of the budget, explanations of major changes recommended for the next fiscal year, a general summary of the budget, and such other comments and information as he may deem pertinent. The operating budget and the capital improvements budget provided for in article VI, [section] 3G of this Charter, the budget message, and all supporting documents shall be filed in the office of the City Clerk and shall be open to public inspection.

D. *Action by City Council on budget.* Mayor and Council may amend the operating budget proposed by the Mayor, except that the budget as finally amended and adopted must provide for all expenditures required by state law or by other provisions of this Charter and for all debt service requirements for the ensuing fiscal year, and the total appropriations from any fund shall not exceed the estimated fund balance, reserves, and revenues.

   (1) Mayor and Council, by resolution, shall adopt the final operating budget for the ensuing fiscal year not later than the thirty-first day of December each year. If Mayor and Council fails to adopt the budget by this date, the amounts appropriated for operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items prorated accordingly until such time as Mayor and Council adopts a budget for the ensuing fiscal year. Adoption of the budget shall take the form of an appropriations resolution setting out the estimated revenues in detail by sources and making appropriations according to fund and by organizational unit, purpose, or activity as set out in the budget preparation resolution adopted pursuant to article VI, [section] 3B of this Charter.

   (2) The amount set out in the adopted operating budget for each organizational unit shall constitute the annual appropriation for such, and no expenditure shall be made, or encumbrance created in excess of the otherwise encumbered balance of the appropriation or allotment thereof to which it is chargeable.

E. *Tax levies.* Following adoption of the operating budget, Mayor and Council shall levy by resolution such taxes as are necessary. The taxes and tax rates set by such resolution shall be such that reasonable estimates of revenues from such levy shall at least be sufficient, together with other anticipated revenues, fund balances, and applicable reserves, to equal the total amount appropriated for each of the several funds set forth in the annual operating budget for defraying the expenses of the general government of this City.

F. *Changes in appropriations.* Mayor and Council, by resolution, may make changes in the appropriations contained in the current operating budget at any regular meeting or any special or emergency meeting called for such purpose, but any additional appropriations may be made only from an existing unexpended surplus.

G. *Capital improvements budget.*

(1) On or before the date fixed by Mayor and Council, but no later than 30 days prior to the beginning of each fiscal year, the Mayor shall submit to Council a proposed capital improvements budget with his recommendations as to the means of financing the improvements proposed for the ensuing fiscal year. Mayor and Council shall have power to accept, with or without amendments, or reject the proposed program and proposed means of financing. Mayor and Council shall not authorize an expenditure for the constructing of any building, structure, work, or improvement unless the appropriations for such project are included in the capital improvements budget, except to meet a public emergency as provided in article II, [section] 16 of this Charter.

(2) Mayor and Council shall adopt by resolution the final capital improvements budget for the ensuing fiscal year not later than the thirty-first day of December of each year. No appropriation provided in a prior capital improvements budget shall lapse until the purpose for which the appropriation was made shall have been accomplished or abandoned; provided, however, the Mayor may submit amendments to the capital improvements budget at any time during the fiscal year, accompanied by his recommendations. Any such amendments to the capital improvements budget shall become effective only upon adoption by resolution.

H. *Independent audit.* There shall be an annual independent audit of all city accounts, funds, and financial transactions by a certified public accountant selected by the Mayor and Council. The audit shall be conducted according to generally accepted accounting principles. Any audit of any funds by the State or federal governments may be accepted as satisfying the requirements of this Charter. Copies of all audit reports shall be available at printing costs to the public.

[Sec.] 4. Procurement and property management.

A. *Contracting procedures.* No contract with the City shall be binding on the City unless pursuant to procedures established by Mayor and Council and:

(1) It is in writing;

(2) It is drawn by or submitted to and reviewed by the City Attorney and, as a matter of course, it is signed-off by the City Attorney to indicate such drafting or review; and

(3) It is made or authorized by Mayor and Council and such approval is entered in the City journal of proceedings pursuant to article II, [section] 12 of this Charter.

B. *Centralized purchasing.* Mayor and Council shall by resolution prescribe procedures for a system of centralized purchasing for the City.

C. *Sale and lease of city property.*

(1) Mayor and Council may sell and convey any real or personal property owned or held by the City for governmental or other purposes as now or hereafter provided by law.

(2) Mayor and Council may quitclaim any rights it may have in property not needed for public purposes upon report by the Mayor and adoption of a resolution, both finding that the property is not needed for public or other purposes and that the interest of the City has no readily ascertainable monetary value.

(3) Whenever in opening, extending, or widening any street, avenue, alley, or public place of the City, a small parcel or tract of land is cut off or separated by such work from a larger tract or boundary of land owned by the City, Mayor and Council may authorize the Mayor to execute and deliver in the name of the City a deed conveying the cut-off or separated parcel or tract of land to an abutting or adjoining property owner or owners in exchange for rights-of-way of the street, avenue, alley, or public place

when such exchange is deemed to be in the best interest of the City. All deeds and conveyances heretofore and hereafter so executed and delivered shall convey all title and interest the City has in such property, notwithstanding the fact that no public sale after advertisement was or is hereafter made.

ARTICLE VII. GENERAL PROVISIONS

[Sec.] 1. Bonds for officials.

The officers and employees of this City, both elected and appointed, shall execute such surety or fidelity bonds in such amounts and upon such terms and conditions as Mayor and Council shall from time to time require by ordinance or as may be provided by law.

[Sec.] 2. Prior ordinances.

All ordinances, resolutions, rules, and regulations that are now in force in the City and are not inconsistent with this Charter are declared valid and of full effect and force until amended or repealed by the City Council.

[Sec.] 3. Existing personnel and officers.

Except as specifically provided otherwise by this Charter, all personnel and officers of the City and their rights, privileges, and powers shall continue beyond the time this Charter takes effect for a period of 90 days before or during which the existing City Council shall pass a transition resolution detailing the changes in personnel and appointed officers required or desired and arranging such titles, rights, privileges, and powers as may be required or desired to allow a reasonable transition.

[Sec.] 4. Pending matters.

Except as specifically provided otherwise by this Charter, all rights, claims, actions, orders, contracts, and legal or administrative proceedings shall continue, and any such ongoing work or cases shall be completed by such city agencies, personnel, or offices as may be provided by the City Council.

[Sec.] 5. Definitions and construction.

A. Section captions in this Charter are informative only and are not to be considered as a part thereof.

B. The word "shall" is mandatory and the word "may" is permissive.

C. The singular shall include the plural, the masculine shall include the feminine, and vice versa.

CHARTER COMPARATIVE TABLE
GEORGIA LAWS

This table shows the location of the sections of the basic Charter and any amendments thereto.

Ga. Laws Year	Act No.	Page	Section	Section this Charter
2011	28			Char. (note)

Chapter 3 ALCOHOLIC BEVERAGES[1]

ARTICLE I. IN GENERAL[2]

Sec. 3-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine as defined in this section.

Beer or *malt beverage* means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other product, or any combination of such products in water containing not more than 14 percent alcohol by volume, and including ale, porter, brown, stout, lager, beer, small beer and strong beer. The term "malt beverage" does not include sake, known as Japanese rice wine.

Brewery means a large or industrial scale manufacturer of alcoholic malt beverages for the purpose of wholesale distribution. Such use must be connected to public water and sewer.

Brewpub means any restaurant in which malt beverages are manufactured, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36. Barrels of malt beverages sold to licensed wholesale dealers for distribution or to the public for consumption off the premises as authorized by State law shall not be used when determining the total annual gross food and beverage sales as required under this chapter.

Distilled spirits or *spirituous liquor* means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including but not limited to, all fortified wines.

Distiller means a manufacturer of distilled spirits.

Distillery means a large or industrial scale manufacturer of alcoholic distilled spirits for the purpose of wholesale distribution. Such use must be connected to public water and sewer.

Eating establishment means any public place, including a place available for rental by the public, selling prepared food for consumption by the public on the premises with a full-service kitchen. A full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and refrigerator, all of which must be approved by the health and fire departments. An eating establishment will be prepared to serve food every hour it is open.

Fortified wine means any alcoholic beverage containing more than 24 percent alcohol by volume made from fruits, berries, or grapes, either by natural fermentation or by natural fermentation with brandy added. Fortified wine includes, but is not limited to, brandy.

---

[1] Cross reference(s)—Businesses and business regulations, ch. 8; alcoholic beverages in parks, § 22-27.

[2] State law reference(s)—Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.; public drunkenness, O.C.G.A. § 16-11-41; furnishing alcoholic beverages to persons under 21 years of age, jurisdiction of municipal courts, O.C.G.A. § 36-32-10; driving under the influence of alcohol or drugs, O.C.G.A. § 40-6-391.

Governing authority means the mayor and council of the City of Oxford.

Hotel means any facility, or any portion of a facility, where a room, rooms or lodgings are furnished for value to any person, persons or legal entity, including a hotel, motel, inn, bed and breakfast, lodge, or any other place in which rooms, lodgings or accommodations are regularly furnished for value. For the purposes of this article, such hotel shall maintain a minimum of four separate and distinct rooms available for hire. Motels and bed and breakfast establishments meeting the qualifications set out in this definition for hotels shall be classified in the same category as hotels.

Indoor commercial recreational establishment means and is limited to an establishment which:

(1) Regularly serves prepared food, with a full-service kitchen (a full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), prepared to serve food every hour they are open and deriving at least 70 percent of its total annual gross sales from the sale of prepared meals or foods and recreation activities; and

(2) Wherein the sale of food and alcoholic beverages is incidental to its primary enterprise and activity on the premises.

The primary activity on the premises of the indoor commercial recreational establishment shall be family-oriented in nature, generally meaning a use which attracts a range of individuals from all age groups. Uses may specifically include, but are not limited to, dinner theatres, bowling centers, and other similar uses. Outdoor commercial recreation is not included, nor shall concession sales of alcoholic beverages be permitted. Bingo parlors, dance halls, nightclubs, taverns, billiard parlors, video arcades, skating arenas, adult entertainment and/or sexually related entertainment activities, and similar uses are specifically excluded from this definition of indoor commercial recreational establishments.

Indoor publicly owned civic and cultural center means and is limited to publicly owned establishments in which:

The sale of food and alcoholic beverages are incidental to its primary enterprise and activity on the premises. Indoor publicly owned civic and cultural centers may include any publicly owned building or facility where events or functions are held for the purpose of recognizing and advancing the civic, cultural, artistic and entertainment interests of the City of Oxford.

License means an authorization granted by the city to operate as a retail consumption dealer or wholesale dealer or manufacturer as outlined under this chapter.

Licensee means the individual to whom a license is issued or, in the case of a partnership, corporation or limited liability company, all partners, officers, and directors of the partnership, corporation or limited liability company.

Liter means a metric measurement currently used by the United States.

Manufacturer means any maker, producer, or bottler of an alcoholic beverage. The term "manufacturer" also means in the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits; in the case of malt beverage, any brewer.

Microbrewery means an establishment in which not more than 15,000 barrels of beer or malt beverages are manufactured or brewed on the licensed premises in a calendar year and in which such manufactured or brewed beer or malt beverages may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.1. As used in this definition, the term "barrel" shall be defined as set forth in O.C.G.A. § 3-5-1.

Microdistillery means an establishment in which not more than 10,000 barrels of distilled spirits are manufactured on the licensed premises in a calendar year and in which such manufactured distilled spirits may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-4-24.2. As used in this definition, the term "barrel" shall be defined as set forth in O.C.G.A. § 3-4-1.

Package means a bottle, can, keg, barrel, or other original consumer container. Retail package alcoholic beverages shall include all alcoholic beverages in their original container, sold at retail to the final consumer, and not for resale.

Person means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, limited liability company or other group or combination acting as a unit, body politic, or political subdivision, whether public, private, or quasi-public.

Retail consumption dealer means any person who sells alcoholic beverages for consumption on the premises, at retail, only to consumers and not for resale.

Retail package dealer means any person who sells unbroken packages, at retail, only to consumers and not for resale.

Special events facility means a facility that meets all of the following criteria:

(1) Is regularly available for use to public or private groups or persons for a fee;

(2) Regularly is rented for a fee for special occasions such as weddings, meetings, banquets, catered events, parties or similar gatherings;

(3) Is located within either the boundaries of the downtown development authority of the City of Oxford, or the City of Oxford's Designated Historic Districts;

(4) Hosts a minimum of 18 events for a fee per calendar year;

(5) Consists of a minimum of 1,000 square feet of rentable meeting and/or event space;

(6) Has adequate and accessible restroom facilities.

Wholesaler or *wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail package dealers, or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than 24 percent alcohol made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. Wine includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at the point in the manufacturing process when it conforms to the definition of wine contained in this section.

Wine shop means a retail establishment that specializes primarily in the sale of wine and wine-related products.

State law reference(s)—Similar provisions, O.C.G.A. § 3-1-2.

Sec. 3-2. Penalties for violation of chapter.

Any person convicted of a violation of this chapter shall be punished as provided in section 1-9 of this Code of Ordinances, or otherwise as may be provided by applicable law.

Sec. 3-3. Sale in the city; license a privilege.

(a) Alcoholic beverages may be sold in the city only under a license granted by the city council upon the terms and conditions provided in this chapter.

(b) All licenses in this chapter shall be a mere grant of privilege to carry on the business during the term of the license, subject to all terms and conditions imposed by this chapter and state law.

(c) All licenses pursuant to this chapter shall have printed on the front these words: "This license is a mere privilege subject to be revoked and annulled, and is subject to any further ordinances which may be enacted."

(d) Any holder of a license issued pursuant to this chapter is required to apply for and obtain an alcoholic beverage license from the state before any sales commence. Additionally, city licensees are required to abide by all applicable state regulations and laws.

State law reference(s)—Permit or license from governing authority required for wholesale or retail sales of alcoholic beverages; due process guidelines; fingerprints, O.C.G.A. § 3-3-2.

Sec. 3-4. Sale or possession for sale without license or beyond boundaries of premises covered by license.

It shall be unlawful for any person, corporation, partnership or other legal entity to sell, or possess for the purpose of sale at any business location any alcoholic beverage where the person does not have a license granted by the city to sell or possess for sale these alcoholic beverages, or to sell or make deliveries beyond the boundaries of the premises covered by the license.

State law reference(s)—Licenses, § 3-3-3; violation of criminal provisions of title, § 3-1-4; dealing in alcoholic beverages declared privilege, § 3-3-1.; jurisdiction of municipal courts, § 36-32-1 et. seq.

Sec. 3-5. Separate application and separate license for each location of sale.

Separate applications must be made for each location and separate licenses must be issued.

Sec. 3-6. Application forms.

(a) All persons desiring to sell alcoholic beverages shall make application on the forms prescribed by the code enforcement officer or city manager.

(b) The application shall include, but shall not be limited to, the name and address of the applicant; the proposed business to be carried on; if a partnership, the names and residence address of the partners; if a limited liability company, the name and address of the manager(s) and the name of any person or legal entity owning at least 20 percent of the limited liability company; if a corporation, the names of the officers, the name and address of the registered agent for service of process, the name of the manager(s), and the name of all shareholders holding at least 20 percent of any class of corporate stock, or any other entity having a financial interest in each entity which is to own or operate the establishment for which a license is sought. If the manager changes, the applicant must furnish the code enforcement officer the name and address of the new manager and other information as requested within ten days of such change.

(c) All applicants shall furnish data, fingerprints, financial responsibility and other records as required by the code enforcement officer and to ensure compliance with the provisions of this chapter. Failure to furnish data pursuant to such request shall automatically serve to dismiss the application with prejudice.

(d) All applications shall be sworn to by the applicant before a notary public or other officer empowered by law to administer oaths.

(e) In all instances in which an application is denied under the provisions of this chapter the applicant may not reapply for a license for at least one year from the final date of such denial.

(f) The code enforcement officer shall provide written notice to any applicant whose application is denied under the provisions of this chapter. Such written notification shall set forth in reasonable detail the reasons for such denial and shall advise the applicant of the right to appeal under the provisions of this chapter.

Sec. 3-7. Withdrawal of application.

Any license application made pursuant to this chapter may be withdrawn by the applicant at any time. If the application is withdrawn before the license is issued, any sums deposited as license fees will be refunded. After issuance of the license, no refunds will be made. No refunds shall be made under any circumstances for investigative and administrative expenses required under this chapter.

Sec. 3-8. Licensing qualifications.

(a) No license for the sale of alcoholic beverages shall be granted to any person who is not a citizen of the United States, or an alien lawfully admitted for permanent residence.

(b) Where the applicant is a partnership, limited liability company or corporation, the provisions of this section shall apply to all its partners, officers, manager(s) and majority stockholders. In the case of a corporation, the license shall be issued jointly to the corporation and the majority stockholder, if an individual. Where the majority stockholder is not an individual, the license shall be issued jointly to the corporation and its agent registered under the provisions of this subsection. In the case of a partnership, the license will be issued to all the partners owning at least 20 percent of the partnership. If no partner owns 20 percent of the partnership, then the general partner, managing partner or the partner with the greatest ownership will be licensed. In the case of a limited liability company, the license will be issued jointly to the limited liability company and manager(s).

(c) No person, firm, limited liability company or corporation shall be granted any alcoholic beverage license unless it shall appear to the satisfaction of the city attorney that such person, manager(s), partners in the firm, or officers and directors of the corporation have not been convicted or pleaded guilty or entered a plea of nolo contendere to and have been released from parole or probation concerning any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexually related crime within a period of ten years immediately prior to the filing of such application. At the time an application is submitted for any alcoholic beverage license, the applicant shall, by a duly sworn affidavit, certify that neither the applicant, nor any of the other owners of the establishment, has been convicted or has pleaded guilty or entered a plea of nolo contendere to any crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexually related crime within a period of ten years immediately prior to the filing of such application. Should any applicant, partner, shareholder, manager or officer instrumental in the sale or dispensing of any alcoholic beverage, after a license has been granted, be convicted or plead guilty or nolo contendere to a crime involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexually related crime, the license issued hereunder shall be immediately revoked and cancelled.

(d) No license for the sale of alcoholic beverages shall be granted to any person convicted under any federal, state or local law of any felony, within 15 years prior to the filing of application for such license.

(e) No license for the sale of alcoholic beverages shall be granted to any person who has had any license issued under the police powers of the city previously revoked within two years prior to the filing of the application.

(f) The code enforcement officer may decline to issue a license when any person having any ownership interest in the operation of such place of business or control over such place of business does not meet the same character requirements as set forth in this section for the licensee.

(g) All licensed establishments must have and continuously maintain in Newton County, Georgia, a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee or owner may be served. This person must be a resident of the county, or a licensed attorney practicing law that maintains an office in the county. The licensee shall file the name of such agent, along with the written consent of such agent, with the code enforcement officer and shall be in such form as he may prescribe.

(h) All applicants for any alcoholic beverage license must be of good character, and all operators, managers, clerks, or other employees shall be of like character. Corporate or firm applicants shall be of good business reputation.

(i) A license application may be denied to any applicant for any alcoholic beverage license where it appears that the applicant would not have adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the application is intended to be a mere surrogate for a person or persons who would not otherwise qualify for a license for any reason whatsoever.

(j) The mayor and city council in its discretion may consider any extenuating circumstances which may reflect favorably or unfavorably on the applicant, application or the proposed location of the business. If in its judgment, circumstances are such that the granting of the license would not be in the best interests of the city or general public, such circumstances may be grounds for denying the application.

(k) The mayor and city council shall have the right to examine, or cause to be examined, under oath, any applicant for a local license or for a renewal thereof, or any licensee upon whom notice of revocation or suspension has been served as provided by statute, and to examine or cause to be examined the books and records of any such applicant or licensee; to hear testimony and take proof for his information in the performance of his duties, and for such purpose to issue subpoenas which shall be effective in any part of this state.

State law reference(s)—Governing authority shall set forth ascertainable standards pertaining to the granting, refusal, suspension or revocation of alcoholic beverage permits or licenses, O.C.G.A. § 3-3-2.

Sec. 3-9. Distance requirements.

(a) No person may sell any malt beverage or wine for off premises consumption in or within 100 yards of a church building, school, school grounds or college campus.

(b) Except for those licensees located in the Oxford Historic Downtown Entertainment District as defined herein, no person may sell any alcoholic beverage for on premises consumption in or within 100 yards of a church building, school, school grounds or college campus.

(c) As used in this section, the term "school building," "school," "school grounds" or "educational building" shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools, universities and colleges of this state and which are public schools or private schools as defined in O.C.G.A. § 20-2-690(b). The terms "school building" and "educational building" include only those structures in which instruction is offered. The term "school grounds" shall apply only to the parcel or parcels of land on which a school, school building or educational building is located.

(d) The term "church building" as used in this section shall mean the main structure used by any religious organization for purposes of worship.

(e) The requirements for minimum distance from a church building, located in a shopping center as defined by the latest Illustrated Book of Development Definitions (copyright 2004 by Rutgers) or in the Oxford Historic Downtown Entertainment District shall not apply to any new license for retail package sales.

(f) For purposes of this section, distance shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:

(1) From the main physical entrance (i.e. the front door) of the establishment from which alcoholic beverages are sold or offered for sale;

(2) In a straight line, regardless of obstructions, to the nearest public sidewalk, walkway, street, road or highway by the nearest route;

(3) Along such public sidewalk, walkway, street, road or highway by the nearest route;

(4) To the main physical entrance (i.e. the front door) of the church building, school building or college campus.

(g) No location which is licensed to sell alcoholic beverages on the effective date of the ordinance from which this section is derived shall be denied continued operation under an existing license, or denied any renewal of such license, nor shall any new owner of the location be denied a new license based upon the measurements set forth in this section.

(h) As to any location licensed in the future, if the distance requirements in this section are met at the time of issuance of any license, the subsequent opening and operation of a church or school within the distance prohibited herein shall not prevent the continuance of an existing license or the renewal thereof or the issuance of a new license to any subsequent owner of such property; provided, however, that the distance requirements herein shall not apply at any location for which a new license is applied for if the sale of alcoholic beverages was lawful at such location at any time during the six months immediately preceding such application.

State law reference(s)—Sales of alcoholic beverages near churches, schools or college campus, O.C.G.A. § 3-3-21.

Sec. 3-10. License fee scale.

Before a license shall be granted, the applicant therefor shall comply with all rules and regulations adopted by the mayor and city council regulating the sale of alcoholic beverages and each applicant shall pay a license fee in accordance with the scale fixed, from time to time, by the mayor and city council contained in section 3-11 and kept on file with the code enforcement officer.

Sec. 3-11. Fees enumerated.

License fees applicable to this chapter shall be as follows:

(1) Retail dealers of distilled spirits to be consumed on the premises, $3,000.00 per year.

(2) Retail dealers of beer and wine to be consumed on the premises, $1,000.00 per year.

(3) Wholesale dealers in beer and wine, whose principal place of business is in the city, $1,500.00 per year.

(4) Wholesale dealers in distilled spirits whose principal place of business is in the city, $2,000.00 per year.

(5) Wholesale dealers in alcoholic beverages whose principal place of business is not in the city, $100.00 per year.

(6) Temporary license for nonprofit organizations, $25.00 per day.

(7) Temporary license for for-profit organizations, $150.00 per day.

(8) Non-profit private club, beer and wine to be consumed on the premises, $1,000.00 per year.

(9) Non-profit private club, distilled spirits to be consumed on the premises, $3,000.00 per year.

(10) Hotel/motel "in-room service," $250.00 per year.

(11) Distilleries or microdistilleries, $3,000.00 per year.

(12) Breweries or microbreweries, $1,000.00 per year.

(13) Brewpubs, $750.00 per year.

(14) Wine shops, $750.00 per year.

(15) Beer and wine amenities license, $100.00 per year.

(16) Alcoholic beverage caterer beer and wine license, $1,000.00 per year.

(17) Alcoholic beverage caterer distilled spirits license, $1,000.00 per year.

(18) Special events facility, beer and wine to be consumed on the premises, $1,000.00 per year.

(19) Special events facility, distilled spirits to be consumed on the premises, $3,000.00 per year.

Sec. 3-12. Collection of fee or tax sums due.

If any person shall fail to pay any sums due under this chapter, the code enforcement officer or designee shall issue an execution against the person so delinquent and his property, for the amount of the delinquent fee or tax.

Sec. 3-13. Transferability of license.

(a) No license for the sale of alcoholic beverages shall be transferable, except as otherwise provided in this section.

(b) In case of the death of a licensee, the establishment shall be allowed to continue to sell alcoholic beverages for a period of 45 days from the date of death or until expiration of the license or until approval of a new licensee, whichever shall first occur.

(c) If a license is surrendered or a licensee severs his association with a licensed establishment, the establishment may continue to sell alcoholic beverages for a period of 45 days from the date of surrender, or from the date determined by the code enforcement officer to be the date of severance, provided a new application for a license is made within ten days of surrender or severance. Upon issuance of a new license, the authorization to sell under the previous license shall be revoked by operation of law. No additional license fees shall be required during the period for which the original license was issued.

(d) Nothing in this section, however, shall prohibit one or more of the partners of a partnership holding a license to withdraw from the partnership in favor of one or more of the partners who were partners at the time of the issuance of the license. Further, this section shall not prohibit transfer of stock between persons who held stock in the corporation at the time of issuance of the license.

(e) Except as provided in subsections (a) through (d) of this section, any change in the ownership of any entity holding a license hereunder shall cancel and revoke any license pursuant to this chapter automatically, without the necessity of any hearing.

(f) Violation of this section shall result in revocation of the license being used and subject the license holders to penalties as outlined in section 3-2. No license will be issued to the old or the new owner in the city for one year from the date of any such violation.

(g) Should a licensee make application to the code enforcement officer for a transfer of location, and should such a transfer of a location be approved, with no change of ownership of the business, the license fee paid for the previous license shall be applied to the new location. Each applicant for a transfer of location shall pay a transfer fee in the amount of $300.00.

Sec. 3-14. Display of license at place of business.

The city alcoholic beverage license shall at all times be kept plainly exposed to view to the public at the place of the business of the licensee.

Sec. 3-15. Expiration; renewal of license.

All licenses granted hereunder shall be for the calendar year and shall expire automatically every December 31 of each calendar year. The full license fee must be paid for a license application filed prior to July 1 of the license year. One-half of a full license fee shall be paid for any license application filed after July 1 of the license year, except for applications for temporary licenses under section 3-11(7) and section 3-11(8), which shall not be reduced.

Sec. 3-16. Automatic license forfeiture for nonuse.

Any holder of any license hereunder who shall for a period of three consecutive months after the license has been issued cease to operate the business and sale of the product or products authorized shall after the said three-month period automatically forfeit the license without the necessity of any further action.

Sec. 3-17. Suspension or revocation of license.

(a) A license may be suspended or revoked by the code enforcement officer where the licensee furnishes fraudulent or untruthful information in the application for a license and for failure to pay all fees, taxes or other charges imposed under the provisions of this chapter.

(b) Whenever the state shall revoke any permit or license to sell alcoholic beverages, the city license issued hereunder shall thereupon be automatically revoked. The chief of police, upon notice of this revocation from the code enforcement officer, shall take the necessary steps to see that signs are removed and that all alcoholic beverage sales cease.

(c) Any licensed establishment that is found to be in violation of section 3-38 or 3-41 shall be subject to immediate license revocation.

(d) The code enforcement officer shall revoke the license of any licensee whose license has been suspended two or more times in any consecutive twelve-month period.

(e) The code enforcement officer shall revoke the license for any premises where alcoholic beverages have been sold or distributed during a period of suspension.

(f) The code enforcement officer may suspend or revoke the license of any establishment which does not meet the licensing qualifications set forth in this chapter at any time such knowledge becomes known to him.

(g) An act or omission of a licensee, owner of more than 20 percent interest in the licensed establishment, or employee of the licensee or licensed establishment willingly or knowingly performed which constitutes a violation of federal or state law relating to alcoholic beverages or of any provision of this chapter, will subject the licensee to suspension or revocation of its license in accordance with the provisions of this chapter, when the code enforcement officer determines to his own satisfaction that the act or omission did occur, regardless of whether any criminal prosecution or conviction ensues; provided, however, in the case of an employee, the code enforcement officer must determine that the acts of the employee were known to or under reasonable circumstances should have been known to the licensee, were condoned by the licensee, or where the licensee has not established practices or procedures to prevent the violation from occurring.

(h) Whenever it can be shown that a licensee under this chapter no longer maintains adequate financial responsibility upon which issuance of the license was conditioned, or whenever the licensee has defaulted in any obligation of any kind whatsoever, lawfully owing to the city, the license shall be revoked.

(i) Wherever this chapter permits the code enforcement officer to suspend any license issued under this chapter but does not mandate the period of such suspension, such discretion shall be exercised within the guidelines of this subsection.

(1) No suspension shall be for a period of time longer than the time remaining on such license.

(2) The following factors shall be considered on any revocation or suspension as set out above:

a. Consistency of penalties mandated by this chapter and those set by the code enforcement officer.

b. Likelihood of deterring future wrongdoing.

c. Impact of the offense on the community.

d. Any mitigating circumstances or remedial or corrective steps taken by the licensee.

e. Any aggravating circumstances or failure by the licensee to take remedial or corrective steps.

(j) In addition to the above, a license may be suspended or revoked by the city council upon recommendation of the code enforcement officer to suspend or revoke the license of a licensee for good cause. The code enforcement officer may consider the public health, public safety, or public well-being of the city's citizens in making his recommendation to the city council. Upon receipt of the code enforcement officer's recommendation, a hearing shall be set in accordance with section 3-18 below.

Sec. 3-18. Hearings.

(a) No license shall be denied, suspended or revoked without the opportunity for a hearing as hereinafter provided.

(b) The code enforcement officer or city manager shall provide written notice to the applicant or licensee of the order to deny, suspend or revoke the license. Such written notification shall set forth in reasonable detail the reasons for such action and shall notify the applicant or licensee of the right to appeal under the provisions of this chapter. Any applicant or licensee who is aggrieved or adversely affected by a final action of the code enforcement officer or city manager may have a review thereof by appeal to the mayor and city council. Such appeal shall be by written petition, filed in the office of the code enforcement officer within 15 days after the final order or action of the code enforcement officer and, in order to defray administrative costs, must be accompanied by a filing fee of $50.00. The code enforcement officer, at his discretion, may waive or reduce the filing fee amount if it is determined the fee would create a hardship on the individual filing said appeal. The mayor and city council may, at the request of the appellant, refund the filing fee by a majority vote.

(c) The mayor and city council shall determine all issues under this appeal process by a majority vote. Should the mayor and city council be unable to reach a decision by majority vote, the action taken by the code enforcement officer shall be upheld automatically.

(d) A hearing shall be conducted on each appeal within 45 days of the date of filing with the code enforcement officer unless a continuance of such date is agreed to by the appellant and the code enforcement officer. The appellant at such hearing shall have the right to be represented by an attorney, at the expense of the appellant, and to present evidence and cross examine witnesses. Should the appellant desire an official transcript of the appeal proceedings, then such request must be made at least three days prior to such hearing. The appellant shall have the burden of proof on any such appeal. Before hearing an appeal, each member of the city council shall sign an affidavit to be part of the record that he is not related to any owner of the licensed establishment in question in the appeal being considered and that he has no financial interest in the outcome of the appeal. Should any council member be unable to sign such an affidavit, that member shall not serve on that appeal and the case shall be heard by the remaining members of the city council.

(e) The findings of the mayor and city council shall be forwarded to the code enforcement officer within 15 days after the conclusion of the hearing, and it shall be the duty of the code enforcement officer to notify the appellant of the decision of the mayor and city council.

(f) The findings of the city council shall be final unless appealed within 30 days of the date of said finding by writ of certiorari to the Superior Court of Newton County pursuant to O.C.G.A. § 5-4-3.

Sec. 3-19. Notice.

For the purpose of this chapter, notice shall be deemed delivered three days after the date of deposit to the United States Postal Service by certified mail or statutory overnight delivery.

Sec. 3-20. Advertising; location requirements; signs.

(a) Except for those licensees located in the Oxford Historic Downtown Entertainment District, signs or displays advertising, promoting the use of, or otherwise related to alcoholic beverages in any manner aside from that described in subsection (c) of this section may not be placed in exterior windows for view from the public right-of-way.

(b) Except for those licensees located in the Oxford Historic Downtown Entertainment District no licensee shall use signs or any other visible means of advertising the sale of alcoholic beverages on the outside of the building in which the business of the licensee is located.

(c) Any on premises consumption licensee under this chapter shall be permitted to use and advertise the words "your favorite beverages served" or an equivalent phrase to advertise that alcoholic beverages by the drink may be purchased at that licensed business establishment.

(d) Any and all signage permitted hereunder must be displayed in compliance with the City of Oxford Zoning Ordinance as currently enacted or hereafter amended.

(e) The exterior of each building in which alcoholic beverages are sold shall contain sufficient lighting so that all sides of the building and all entrances thereto are clearly visible at all times when the premises are open for business.

Sec. 3-21. Audits of licensees.

(a) If the code enforcement officer deems it necessary to conduct an audit of the records and books of the licensee, he shall notify the licensee of the date, time and place of the audit. The code enforcement officer may designate the city's internal auditor or other designated person to perform any audit authorized in this chapter. The licensee shall cooperate with the audit or forfeit any license(s) issued under this chapter.

(b) All licensed establishments must maintain the following records for a three-year period and make them available for audit at the licensed premises:

(1) Monthly income or operating statements;

(2) Daily sales receipts showing liquor, beer, wine and food sales separately (this requirement does not apply to package beer and wine licensees);

(3) Daily cash register receipts such as Z tapes or guest tickets;

(4) Monthly state sales and use tax reports;

(5) Federal income tax returns with all Form 1099s and W-2s.

Sec. 3-22. Retailer to purchase from licensed wholesaler only.

(a) No retailer shall purchase alcoholic beverages from any person other than a wholesaler licensed under this chapter. No wholesaler shall sell any alcoholic beverage to anyone other than a retailer licensed under this chapter; provided, however, that this section shall not prohibit the purchase by one retailer of another retailer's entire stock in a bona fide purchase of an ongoing business.

(b) The code enforcement officer or his designee may request, from time to time, information concerning purchases and sales of alcoholic beverages from retailers and wholesalers.

Sec. 3-23. Retail consumption dealers to store inventory only on premises.

No retail consumption dealer licensed under this chapter shall keep any alcoholic beverages at any place except the licensed place of business. No retail consumption dealer shall be permitted to enter into any type of arrangement whereby alcoholic beverages owned by a licensee are stored by a licensed wholesaler.

Sec. 3-24. Bring your own bottle (brown bagging) prohibited.

Except where allowed in this chapter in regard to corkage services in section 3-109 and special event facilities in article VII, no person shall bring his or her own alcoholic beverage, into any establishment either licensed or unlicensed to serve alcoholic beverages.

Sec. 3-25. Addition to contents of alcoholic beverages prohibited.

No one shall add to or permit the adding to any alcoholic beverage or refill any alcoholic beverage manufacturer's container in any manner.

Sec. 3-26. Poured alcohol to be transported by employees.

Poured alcoholic beverages will be transported from point of dispensing to the customer by certified employees only.

Sec. 3-27. Licensees to maintain a copy of this chapter; employees to be familiar with terms; licensee responsible for violations.

Each licensee licensed under this chapter shall keep a copy of this chapter in the licensed premises and shall instruct any person working there with respect to the terms, conditions and requirements of this chapter; and each licensee, the licensee's agents and employees selling alcoholic beverages shall at all times be familiar with the terms of this chapter.

Sec. 3-28. Employment of underage persons prohibited; exceptions.

(a) No person shall allow or require a person in his employment under 18 years of age to dispense, serve, sell, or take orders for any alcoholic beverage.

(b) The provisions of this section shall not prohibit persons under 18 years of age who are employed in supermarkets or convenient stores from selling or handling alcoholic beverages which are sold for consumption off the premises.

Sec. 3-29. Failure to require and properly check identification.

It shall be a violation of this chapter not to require and properly check identification to ensure an underage person is not sold, served, or permitted to have in his possession, alcoholic beverages while in a licensed establishment. The term "identification" in this section shall mean any document issued by a governmental agency containing a description of the person, such person's photograph, and giving such person's date of birth and shall include, without being limited to, a passport, military ID card, driver's license or state department of public safety ID card.

Sec. 3-30. Prohibited actions of licensees; penalties.

(a) No licensee or employee of a licensee under this chapter, shall do any of the following upon the licensed premises:

(1) Sell or offer to sell any distilled spirits, wines, malt beverages, or any other alcoholic beverage to any person under the age of 21 years.

(2) Sell or offer to sell any alcoholic beverages to any person who is noticeably intoxicated whose intemperate habits are known to the licensee or his employees.

(3) Sell alcoholic beverages upon the licensed premises or permit alcoholic beverages to be consumed thereon, on any day or at any time when the sale or consumption is prohibited by law.

(b) No person who holds a license to sell alcoholic beverages by the drink shall allow any minors to be in, frequent or loiter about the licensed premises of the establishment unless such minors are accompanied by a parent, legal guardian, or custodian; provided, however, that such minors shall be permitted in eating establishments, indoor commercial recreational establishments, or private clubs as defined in this chapter without being accompanied by a parent, legal guardian, or custodian and provided further that this section shall not apply to minors who are employees under this chapter.

(c) Any licensed establishment where two or more violations of this section, or O.C.G.A. § 3-3-23 have occurred within any 24-month period shall be punished as follows:

(1) For the second violation within any 24-month period, suspension of said license(s) for a period not to exceed 90 days.

(2) For the third and any subsequent violation within any 24-month period, suspension of license(s) for a period not to exceed one year.

State law reference(s)—Furnishing to, purchase of, or possession by persons under 21 years of age of alcoholic beverages; use of false identification; proper identification for sale of alcoholic beverages; dispensing, serving, etc., of alcoholic beverages by persons under 21 years of age in the course of employment; seller's duty to request proper identification, O.C.G.A. § 3-3-23.

Sec. 3-31. Purchase or possession of alcoholic beverages by underage persons.

Except as otherwise authorized by law:

(1) No person under 21 years of age shall purchase, attempt to purchase, or knowingly possess any alcoholic beverage;

(2) No person under 21 years of age shall misrepresent such person's age in any manner whatsoever for the purpose of obtaining illegally any alcoholic beverage;

(3) No person knowingly or intentionally shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age; and,

(4) No person under 21 years of age shall misrepresent his identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverage.

State law reference(s)—Similar provisions, O.C.G.A. § 3-3-23.

Sec. 3-32. Regulations as to employees and managers.

The following regulations shall apply to all establishments holding a license for consumption of alcoholic beverages on the premises:

(1) Any licensee for consumption on the premises shall require all persons employed as managers, servers, bartenders, doorpersons, or any other employee, agent or subcontractor with the responsibility for handling, serving, mixing or dispensing alcoholic beverages to obtain a server certification with proper training from a third-party vendor approved by the city no later than three days after commencement of his or her employment. The licensee or the employee of the licensee shall pay a fee as provided for by the third-party vendor for such server certification.

(2) The City may select one or more designated third-party vendors approved for the issuance of server certifications. A list of designated vendors shall be kept by and made available to licensees by the code enforcement officer.

(3) Any person who has been convicted of a violation of any law, ordinance or regulation governing the sale of alcoholic beverages, a violent crime or possession of illegal drugs in the three years immediately preceding the date of the certification shall not be eligible to receive a server certification.

(4) Only those persons maintaining a valid server certification required herein shall be permitted by a licensee to dispense, pour, mix or otherwise handle any alcoholic beverage on behalf of said licensee. Licensees found to be in violation of this section shall be subject to penalties as set forth in section 3-2.

(5) All licensees shall maintain on the licensed premises a written log of all employees, a copy of a government issued photo identification of each employee and proof of the server certification required for each employee. Upon the request of a City of Oxford police officer, the city marshal or code enforcement officer, the licensee or manager on duty must present a manifest indicating employees on duty required to hold such certification. Such records and manifests may also be kept by a third party vendor who shall provide access to the server certifications to the city upon request.

(6) All persons required to maintain server certification under this section shall keep proof of the same on their person at all times while working in any licensed establishment and shall display the same upon the request of any police officer or code enforcement official of the city.

(7) Any person required to maintain server certification under this section who is cited for a violation of this chapter or any state law governing dispensing of alcohol and who either enters a plea of guilty or nolo contendere or is convicted of such violation shall no longer be eligible for server certification for a period of three years from the date of said plea or conviction.

Sec. 3-33. Open area and patio sales.

(a) Alcoholic beverage sales can be made by a licensed on-premises consumption establishment in a patio/open area type environment if the establishment has been approved to do so by the code enforcement officer.

(b) The patio/open area shall be enclosed by some structure or stanchions providing for public ingress/egress only through the main licensed premises. The purpose of this requirement is to prevent a customer from leaving the outside sales area with an open drink without the licensee's knowledge.

(c) The height of such structure shall be a minimum of three feet above ground level. It does not have to be solid nor does it have to restrict visibility into or out of the patio/open sales area. It must be permitted and approved by the code enforcement officer or his designee.

(d) The only exit from this type area is to be through the licensed establishment's main premises and through an approved fire exit, not for general public use unless an emergency exists.

(e) If a licensee desires a patio/open sales area inside an existing structure, plans will be reviewed and approved on an individual basis by the code enforcement officer. Interior type patio/open sales areas must also meet the requirements of the city's development and fire codes.

(f) Nothing contained in this section shall prohibit a hotel or motel with an on the premises consumption license from making sales and allowing consumption of alcoholic beverages in ballrooms, meeting rooms, reception rooms, or patio areas of such hotel or motel, provided such functions are catered in connection with a meeting,

conference, convention or similar type gathering at such hotel or motel. "Patio areas," as that term is used in this subsection, do not have to conform to the standards in this section.

Sec. 3-34. No consumption outside premises.

(a) Except as otherwise permitted in this chapter, it is prohibited for customers to leave a licensed premises with open alcoholic beverages, and it is the licensee's responsibility to ensure that no open beverages are sold and carried out. However, nothing in this section shall be construed to prohibit the carrying out of alcoholic beverages for consumption at a publicly owned or privately owned golf course.

(b) Except as otherwise permitted in this chapter, it is prohibited for customers to gather outside an alcoholic beverage establishment and consume alcoholic beverages.

(c) Except as otherwise permitted in this chapter, it is prohibited for the manager or any employee to allow persons to gather outside an alcoholic beverage establishment and consume alcoholic beverages.

(d) Notwithstanding any other contrary provision of law, any eating establishment which is licensed to sell alcoholic beverages for consumption on the premises may permit a patron to remove one unsealed bottle of wine per patron for consumption off premises. A partially consumed bottle of wine that is to be removed from the premises must be securely corked and resealed by the licensee or its employees before removal from the premises. The partially consumed bottle of wine shall be placed in a bag or other container that is secured in such a manner that it is visibly apparent if the container has been subsequently opened or tampered with, and a dated receipt for the bottle of wine shall be provided by the licensee and attached to the container. If transported in a motor vehicle, the container with the resealed bottle of wine shall be placed in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

Sec. 3-35. Specifications of premises.

No alcoholic beverage license shall be issued to any person unless the building in which the business will be located is complete and detailed plans of the building and outside premises are attached to the application, or unless proposed plans and specifications and a building permit of a proposed building to be built are attached to the application. The completed building or the proposed building shall comply with ordinances of the city, regulations of the state revenue commissioner and the state. The proposed building shall also be subject to final inspection and approval when completed by the code enforcement officer and the fire department. Each building in which the business will be located shall contain sufficient lighting so that the building itself and the premises on all sides of the building are readily visible at all times from the front of the street on which the building is located so as to reveal all of the outside premises of such building. Each applicant for an alcoholic beverage license shall attach to the application evidence of ownership of the building or proposed building, or a copy of the lease if the applicant is leasing the building. All premises for which an alcoholic beverage license shall be issued shall afford therein adequate sanitary and accessible toilet facilities available for use by the public and shall be adequately illuminated so that all hallways, passageways and open areas may be clearly seen by the customers therein.

Sec. 3-36. Oxford Historic Downtown Entertainment District.

(a) The provisions of this section are intended to set forth certain exceptions and provisions applicable only to licensees whose establishments are located within the Oxford Historic Downtown Entertainment District (as hereinafter defined) holding licenses to sell alcoholic beverages for consumption on the premises. Except as specifically set forth in this section to the contrary, all such licensees remain subject to all other provisions of this chapter.

(b) As used in this chapter, the term "Oxford Historic Downtown Entertainment District" shall be defined as: All that area of public space, streets, sidewalks, open areas, and all parcels and tracts of real property in the area of the city bound as follows: on the North by _____, on the South by

_____, on the West by _____, and on the East by _____, including all parcels and tracts of real property that have road frontage on or touch any of the aforementioned boundary roads. The code enforcement officer or city manager shall maintain an official map of the Oxford Historic Downtown Entertainment District in his office at all times.

(c) Outside consumption of alcoholic beverages by the drink shall be permitted within the Oxford Historic Downtown Entertainment District under the following conditions:

(1) Any licensee who desires to sell alcoholic beverages for outside consumption within the Oxford Historic Downtown Entertainment District must possess an alcoholic beverage license for on premises consumption in good standing with the City of Oxford and the State of Georgia.

(2) Any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense alcoholic beverages in a clear plastic cup with the city's approved logo for such purpose, as approved by the city manager imprinted thereon for consumption outside of the premises. Dispensing beer and/or wine in a can, bottle, or glass container for consumption outside in the designated area(s) is prohibited. Said clear plastic cups shall be purchased from the code enforcement officer or his designee at prices established by the city manager.

(3) No establishment shall dispense to any person more than one drink at a time for consumption outside of the premises within the Oxford Historic Downtown Entertainment District.

(4) No container in which an alcoholic beverage is dispensed for consumption in the designated area(s) shall exceed 16 fluid ounces in size.

(5) No alcoholic beverages shall be sold and/or consumed outside and within the Oxford Historic Downtown Entertainment District except within the authorized hours of sale of the establishment where purchased.

(6) Food must be served during any period of time that alcoholic beverages are served. A licensed establishment shall always maintain the correct ratio of food to alcoholic beverage sales.

(d) Outside consumption of alcoholic beverages by the drink by residents living in the Oxford Historic Downtown Entertainment District shall be permitted within the Oxford Historic Downtown Entertainment District under the following conditions:

(1) Residents living in the Oxford Historic Downtown Entertainment District shall be permitted to purchase clear plastic cups with the city's approved logo for such purpose as approved by the city manager imprinted thereon for personal use and outside consumption of alcoholic beverages within the Oxford Historic Downtown Entertainment District.

(2) Said clear plastic cups shall be purchased at prices established by the city manager.

(3) No resident shall be in possession of more than one drink contained in an approved clear plastic cup at any given time while partaking in outside consumption in the Oxford Historic Downtown Entertainment District.

(4) No resident shall be in possession of a drink contained in an approved clear plastic cup outside of the authorized hours of sale under this chapter within the Oxford Historic Downtown Entertainment District.

(5) All other rules of general applicability of this section shall apply to residents of the Oxford Historic Downtown Entertainment District using clear plastic cups for personal use.

(e) The following additional regulations shall apply to the Oxford Historic Downtown Entertainment District:

(1) The possession of any open can, bottle, or glass container of alcoholic beverages for outside consumption within the Oxford Historic Downtown Entertainment District is prohibited.

(2) The possession of any container of alcoholic beverages for outside consumption within the Oxford Historic Downtown Entertainment District exceeding 16 ounces is prohibited.

(f) Nothing in this section shall relieve licensees from complying with all other provisions of this chapter and state law.

Sec. 3-37. Eligibility for issuance of a temporary special event license.

(a) A temporary license may be issued to any person, firm or corporation, for a period not to exceed three days for any one event for an approved special event. The person, firm or corporation must make application and pay the fee that may be required by this chapter and shall be required to comply with all the general ordinances and regulations for an on-premises consumption establishment with the exception of the full-service kitchen requirement. Said temporary licenses may be applied for and issued to any one person, firm or corporation up to 20 times per calendar year. The applicant seeking a temporary license must also obtain a state-issued temporary special event permit. Applicants seeking a temporary license need not be licensed as an alcoholic beverage caterer pursuant to article XI of this chapter.

(b) The special event must meet the following criteria prior to the issuance of a license to sell alcoholic beverages:

(1) The special event must receive approval from the city police department on crowd control and security measures.

(2) The special event must receive approval from the city department of transportation, traffic operations section, on traffic control measures.

(3) The location at which the special event is to take place must be properly zoned and approved by the code enforcement officer.

(4) The premises at which the special event is to take place must be approved by the code enforcement officer.

(c) At least one employee or volunteer of the special event licensee, working the special event in any position dispensing, selling, serving, taking orders or mixing alcoholic beverages shall be required to obtain a sever certification pursuant to section 3-32 for the special event.

(d) The code enforcement officer or the chief of police or his designee may immediately revoke any temporary license for a special event if it is determined continued alcohol sales may endanger the health, welfare or safety of the public.

(e) As a condition on the issuance of a temporary special event license, the licensee shall indemnify and hold the city harmless from any and all claims, demands or causes of action which may arise from activities associated with the special event.

Sec. 3-38. Solicitation prohibited.

No retail consumption dealers licensed under this chapter shall require, permit, suffer, encourage, or induce any employee or person to solicit in the licensed premises for himself, or for any person other than the patron and guest of the patron, the purchase by the patron of any drink, whether alcoholic beverage or nonalcoholic beverage or money with which to purchase the beverage; nor shall any licensee pay a commission or any other compensation to any person frequenting his establishment or to his agent or manager to solicit for himself or for others, the purchase by the patron of any drink, whether alcoholic beverage or nonalcoholic beverage or money with which to purchase the beverage.

Sec. 3-39. Inspection of licensed establishments by the police department.

Sworn officers of the police department and the code enforcement officer or his designee shall have the authority to inspect establishments licensed under this chapter during the hours in which the premises are open for business. These inspections shall be made for the purpose of verifying compliance with the requirements of this

chapter and state law. This section is not intended to limit the authority of the code enforcement officer or any other city officer to conduct inspections authorized by other provisions of this code.

Sec. 3-40. Establishment can be closed in cases of emergency.

The mayor, code enforcement officer or the chief of police, or their designee, may immediately close an establishment licensed under this chapter in case of emergency, for the safety of the public or to investigate a crime, for a period of time not to exceed 24 hours.

Sec. 3-41. Types of entertainment, attire and conduct prohibited.

(a) *Preamble and purpose.*

(1) Based upon the experiences of other counties and municipalities, including, but not limited to, Atlanta and Fulton County, Georgia; DeKalb County, Georgia; Gwinnett County, Georgia; Austin, Texas; Seattle and Renton, Washington; New York, New York; Los Angeles, California; and Ft. Lauderdale and Palm Beach, Florida, which experiences the city council believes are relevant to the problems faced by the city and based upon the evidence and testimony of the citizens and experts who have appeared before such bodies, the city council takes note of the notorious and self-evident conditions attendant to the commercial exploitation of human sexuality, which do not vary greatly among generally comparable communities within our country.

(2) Moreover, it is the finding of the city council that public nudity and semi-nudity, under certain circumstances, particularly circumstances relating to the sale and consumption of alcoholic beverages in so-called "nude bars" or establishments offering so-called "nude entertainment" or "erotic entertainment" begets criminal behavior and tends to create undesirable community conditions. Among the acts of criminal behavior identified with nudity and alcohol are disorderly conduct, prostitution, and drug trafficking and use. Among the undesirable community conditions identified with nudity and alcohol are depression of property values in the surrounding neighborhoods, increased expenditure for and allocation of law enforcement personnel to preserve law and order, increased burden on the judicial system as a consequence of the criminal behavior hereinabove described, and acceleration of community blight by the concentration of such establishments in particular areas. Therefore, the limitation of nude or semi-nude conduct in establishments licensed to sell alcohol for consumption on the premises is in the public welfare and is a matter of governmental interest and concern to prevent the occurrence of criminal behavior and undesirable community conditions normally associated with establishments which serve alcohol and also allow and/or encourage nudity or semi-nudity.

(b) *Prohibited activities.* Any establishment licensed under the provisions of this chapter is prohibited from permitting or engaging in the following activities:

(1) The employment or use of any person, in any capacity, in the sale or service of alcoholic beverages while such person is unclothed or in such attire, costume or clothing as to expose to view any portion of the female breast below the top of the areola or any portion of the pubic hair, anus, cleft of the buttocks, vulva or genitals;

(2) Live entertainment which provides or features nude or semi-nude or erotic dancing, or the performance of obscene acts which simulate:

a. Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law;

b. The touching, caressing or fondling of the breast, buttock, anus or genitals; or

c. The displaying of the pubic hair, anus, vulva or genitals;

(3) The showing of any film, still pictures, electronic reproduction or other visual reproductions depicting any of the acts described in subsection (b)(2) of this section, which are obscene under state law; or

(4) The holding, promotion or allowance of any contest, promotion, special night or any other activity where patrons of the licensed establishment are encouraged or allowed to engage in any of the above-prohibited conduct.

(c) *Mainstream activity excluded.* Notwithstanding the prohibitions in subsection (b) of this section, nothing in this chapter shall or is intended to apply to theatrical or motion picture performance houses, museums, or the like where the consumption or service of alcohol is not a primary purpose or mainstream activity of such establishment.

Secs. 3-42—3-80. Reserved.

ARTICLE II. RETAIL SALES OF DISTILLED SPIRITS FOR CONSUMPTION ON THE PREMISES[3]

Sec. 3-81. Locations where permitted.

No distilled spirits may be sold by the drink for consumption on the premises where sold except:

(1) In eating establishments regularly serving prepared food, with a full-service kitchen. A full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments. Such eating establishment shall remain open and operationally ready to prepare and serve food during all hours in which the eating establishment is open to the public and derive at least as much gross receipts annually from the sale of prepared meals or food as it derives from the sale of distilled spirits.

(2) In indoor commercial recreation establishments.

(3) In an indoor publicly owned civic and cultural center deriving at least 70 percent of its total annual gross sales from operational activities other than alcohol sales.

(4) At a publicly or privately owned golf course.

(5) In public stadiums, coliseums or auditoriums.

(6) In private clubs.

(7) In in-room service for hotels and motels.

(8) In special event facilities.

Sec. 3-82. Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of $250.00 to defray investigative and administrative costs. If the applicant is denied a license, the deposit representing the license fee shall be refunded; but the $250.00 cost paid for investigation and administrative costs shall be retained. However, any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any

[3]State law reference(s)—Retail sales of distilled spirits by the drink, O.C.G.A. § 3-4-90 et. seq.

applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative or administrative costs.

Sec. 3-83. Advertising in official gazette of county.

A notice of each application to sell distilled spirits by consumption shall be advertised in the official gazette of the county, once a week for two weeks immediately preceding consideration of the application.

Sec. 3-84. Hours and days of sale.

(a) Distilled spirits shall not be sold for consumption on the premises except between the hours of 9:00 a.m. until 1:00 a.m. Monday through Saturday.

(b) Distilled spirits shall not be sold for consumption at any time in violation of state law or any local ordinance or regulation or of any special order of the mayor and city council.

(c) The sale of distilled spirits for consumption on the premises is permitted on Sundays from 11:00 a.m. until 12:00 midnight provided a Sunday sales license has been obtained.

(d) Distilled spirits may be sold for consumption on the premises from 12:00 midnight to 1:30 a.m. on January 1, New Year's Day of any year.

Secs. 3-85—3-105. Reserved.

ARTICLE III. RETAIL SALES OF MALT BEVERAGES AND WINE FOR CONSUMPTION ON THE PREMISES

Sec. 3-106. Type of retail establishment where permitted.

No beer or wine shall be sold for consumption on the premises where sold except:

(1) In eating establishments having a full-service kitchen (a full-service kitchen will consist of a three-compartment sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the health and fire departments), that remains open and operationally ready to prepare and serve food during all hours in which the eating establishment is open to the public.

(2) In indoor commercial recreation establishments.

(3) In an indoor publicly owned civic and cultural center deriving at least 70 percent of its total annual gross sales from operational activities other than alcohol sales.

(4) At a publicly or privately owned golf course.

(5) At a public stadium, coliseum or auditorium.

(6) At a business establishment holding an amenities license pursuant to section 3-111.

(7) At a business establishment holding an on-premises consumption license subject to and in compliance with the volume/sales ratio requirement of the Oxford Historic Downtown Entertainment District as outlined in section 3-110.

(8) In private clubs.

(9) In in-room service for hotels and motels.

(10) In special event facilities.

(11) At wine shops.

Sec. 3-107. Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of $250.00 to defray investigative and administrative costs. If the application is denied and the license refused, or if the applicant withdraws his application prior to its being issued, the license fee shall be refunded; but the $250.00 costs paid for investigation and administration shall be retained. Any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative or administrative costs.

Sec. 3-108. Hours and days of sale.

(a) Beer or wine shall not be sold for consumption on the premises except between the hours of 9:00 a.m. and 1:00 a.m. Monday through Saturday.

(b) No beer or wine shall be sold for consumption at any time in violation of state law or any local ordinance or regulation or of any special order of the mayor and city council.

(c) The sale of beer or wine on the premises is permitted on Sundays from 11:00 a.m. until 12:00 midnight provided a Sunday sales license has been obtained.

(d) Beer and/or wine may be sold for consumption on the premises from 12:00 midnight to 1:30 a.m. on, January 1, New Year's Day of any year.

Sec. 3-109. Corkage services.

(a) An eating establishment that possesses a valid license for the retail sale of beer or wine for consumption on premises may permit patrons to bring, possess and consume bottles of wine that are owned by the patron and brought unopened onto the premises under the following conditions:

(1) No more than 750 milliliters of wine, per patron over the age of 21, per meal, shall be permitted to be uncorked.

(2) Only patrons seated at tables or booths shall be permitted to consume wine that has been provided by the patron.

(3) Patron provided wine may only be consumed by individuals who order and are served a meal by the licensee.

(4) Every bottle of wine brought onto the premises by a patron must be opened by the licensee's personnel.

(5) A patron may remove a partially consumed uncorked bottle of wine from the premises only if the requirements set forth in section 3-33(d) are met.

(b) Eating establishments may at their discretion charge corkage fees for such services.

Sec. 3-110. Sales volume ratio for select businesses

(a) Any business required to pay a business occupation tax that does not otherwise meet the criteria of section 3-106 and is located in the Oxford Historic Downtown Entertainment District, may obtain an on-premises consumption license for malt beverages and wine subject to the following conditions:

(1) The sale of alcoholic beverages shall be clearly incidental to the primary business conducted on the premises.

(2) On premises consumption licensees shall maintain at least 60 percent of their business volume from the sale of other merchandise or services, not including alcoholic beverages.

(b) To qualify for such license, a retail business establishment must be open to the public for business a minimum of 32 hours per week.

Sec. 3-111. Amenity license

(a) A non-eating establishment that offers beer or wine as an act of hospitality, where it is clearly a secondary function of the business, shall be eligible to apply for a beer or wine amenity permit. Eating establishments shall not be eligible for a beer or wine amenity permit.

(b) An amenity permit shall allow the permit holder to offer beer or wine as an act of hospitality and shall not be part of the core operations of such establishments.

(c) The initial amenity permit application shall include a background check. A $200.00 administrative fee shall be charged to cover this administrative process.

Sec. 3-112. Wine shop.

(a) Notwithstanding any other provision of this chapter to the contrary, the city council may issue a wine shop license to businesses for on premises consumption of malt beverage and wine:

(1) Which meet all other license application requirements set forth in this chapter; and

(2) Which operate primarily as a retail package dealer and earn a minimum of 70 percent of annual gross revenue from package sales of wine.

(b) A wine shop established under this section may:

(1) Sell and serve beer and wine by the drink for consumption on the premises; and

(2) Sell wine and beer by the package.

(c) Nothing in this subsection shall prohibit a wine shop from serving food, provided that it meets all of the requirements for restaurants in this Code and is properly permitted by the city.

(d) Wine shops shall only be permitted in the Oxford Historic Downtown Entertainment District as defined in section 3-36.

(e) Wine shops may not operate on or in locations where fuel, lottery tickets, or tobacco products are sold.

Secs. 3-113—3-135. Reserved.

ARTICLE IV. RESERVED

Secs. 3-136—3-300. Reserved.

ARTICLE V. RETAIL PACKAGE SALES OF MALT BEVERAGES AND WINE[4]

Sec. 3-301. Retail Package Sales Prohibited.

There shall be no beer, wine or other alcoholic beverage retail package sales.

Secs. 3-307-330. Reserved.

ARTICLE VI. PRIVATE CLUBS[5]

Sec. 3-331. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fixed salary means the amount of compensation paid any member, officer, agent, or employee of a bona fide private club as may be fixed for him by its members at a prior annual meeting or by the governing body out of the general revenue of the club and shall not include a commission on any profits from the sale of alcoholic beverages. For the purpose of this definition, tips or gratuities which are added to the bills under club regulation shall not be considered as profits from the sale of alcoholic beverages.

Private club means any nonprofit association organized under the laws of this state which:

(1) Has been in existence at least one year prior to the filing of its application for a license to be issued pursuant to this article;

(2) Has at least 75 regular dues-paying members;

(3) Owns, hires or leases a building or space within a building for the reasonable use of its members with:

   a. Suitable kitchen and dining room space and equipment;

   b. A sufficient number of employees for cooking, preparing and serving meals for its members and guests; and

(4) Has no member, officer, agent or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary.

Sports club means an association or corporation organized and existing under the laws of the state, organized and operated primarily to provide a location for the patrons thereof to engage in sporting events. To qualify for an alcoholic beverage consumption on-premise license, a sports club must have been actively in operation within the city at least two years prior to an application for license under this chapter; provided, however, the two-year operational requirement shall not apply to golf club associations or golf club corporations where the selling or the serving of alcoholic beverages is to take place on the golf course premises. A sports club organized or operated primarily for serving of alcoholic beverages shall not qualify for licensing under this article, and accordingly shall not

[4]State law reference(s)—License requirements, O.C.G.A. §§ 3-5-42, 3-6-40.

[5]State law reference(s)—Sale of distilled spirits by private clubs, O.C.G.A. § 3-7-1 et. seq.

be permitted to serve alcoholic beverages at any time. Unless otherwise indicated, a sports club licensee shall comply with all other requirements imposed upon retail consumption dealers.

Sec. 3-332. Regulation of sale of alcoholic beverages.

Private clubs or sports clubs may sell and dispense alcoholic beverages upon compliance with all applicable ordinances and regulations of the city governing the sale of such beverages and upon payment of such license fees and taxes as may be required by this chapter.

Sec. 3-333. Certain organizations exempt from food establishment requirements.

Veterans' organizations, fraternal organizations, and other nonprofit organizations currently having tax exempt status under either the United States Internal Revenue Code or the state income tax law shall not be required to operate a food establishment serving prepared food. However, any such organization selling or dispensing alcoholic beverages shall be subject to all ordinance regulations dealing with general licensing and on-premise consumption establishments under this chapter.

Sec. 3-334. Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of $250.00 to defray investigative and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the $250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative and administrative costs.

Sec. 3-335. Hours and days of sale.

(a) No alcoholic beverages shall be sold for consumption on the premises of private clubs except between the hours of 9:00 a.m. and 1:55 a.m. Monday through Saturday.

(b) Alcoholic beverages shall not be sold for consumption at any time in violation of any state law or local ordinance or regulation or of any special order of the mayor and city council.

(c) The sale of alcoholic beverages for consumption on the premises is permitted on Sundays from 12:30 p.m. until 12:00 midnight in a private club or sports club provided a Sunday sales license has been obtained.

Secs. 3-336—3-350. Reserved.

ARTICLE VII. SPECIAL EVENT VENUES

Sec. 3-351. Preamble and purpose.

The city recognizes the valuable economic impact of special events facilities being located throughout the city's downtown and historic districts. the distribution and consumption of alcoholic beverages at special events facilities is attendant with the normal and customary types of events held at such facilities, i.e., weddings, meetings, banquets, catered events, parties or similar gatherings. to encourage such economic impact of these facilities while ensuring the safety, health and general welfare of the public, special events facilities must obtain a license to sell

alcoholic beverages at said facilities and must also register with the city annually for operating a special events facility.

Sec. 3-352. Sale without a license prohibited.

Any special events facility that wishes to sell alcoholic beverages for consumption on premises shall be required to first obtain an appropriate state license in accordance with the laws and regulations of the State of Georgia, the Department of Revenue of the State of Georgia, as well as a city license pursuant to articles II and III of this chapter and comply with all other rules and regulations contained herein. Any sale of alcoholic beverages by the special events facility without said licensure is strictly prohibited.

Sec. 3-353. Registration required.

Any special events facility that does not sell alcoholic beverages for consumption on premises but that allows alcoholic beverages to be consumed at said facility by private guests attending a private event must first register with the city on forms prepared by the code enforcement officer and pay an annual registration fee of $300.00 per facility. Said registration fee shall be paid upon initial registration and annually by February 1 of each calendar year.

Sec. 3-354. Investigative and administrative costs.

Each application seeking a license to sell alcoholic beverages or seeking registration of a special events facility as required herein shall be accompanied by a certified check for the full amount of the license or registration fee, together with a separate certified check or cash in the amount of $250.00 to defray investigative and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the $250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license or registration under this article who has in existence at the time of making the new application an existing license or active registration under this article shall pay no investigative and administrative costs.

Sec. 3-355. Alcoholic beverages must be purchased from retailer.

Any alcoholic beverage consumed at a special events facility by private guests attending a private event must be purchased from a package retailer authorized to sell said beverages for off premise consumption.

Sec. 3-356. Licensed alcoholic beverage caterer pouring.

A licensed alcoholic beverage caterer, licensed by the state pursuant to O.C.G.A. § 3-11-1, et seq. may distribute and sell alcoholic beverages at a special events facility in the city so long as the licensed alcoholic beverage caterer complies with all requirements of O.C.G.A. § 3-11-1, et seq. and the special events facility has first registered with the city pursuant to section 3-353 hereinabove.

Sec. 3-357. Facility must be approved.

A special events facility must first be approved by the code enforcement officer and the city fire department prior to conducting operations as a special events facility.

Sec. 3-358. Timing of sales or consumption.

All sales of alcoholic beverages or consumption of alcoholic beverages at special events facilities shall comply in all respects to the time restrictions found in sections 3-84 and 3-108 herein.

Secs. 3-359—3-400. Reserved.

ARTICLE VIII. HOTEL-MOTEL IN-ROOM SERVICE[6]

Sec. 3-401. License.

(a) Any hotel as defined herein may provide in-room service of malt beverages and wine after obtaining a license for the same in accordance with the terms of this article.

(b) The sale of malt beverages and wine by in-room service shall be subject to all restrictions and limitations imposed by this chapter, and shall be authorized only on such days and only during such hours as the sale of alcoholic beverages is otherwise authorized.

Sec. 3-402 In-room service.

(a) For purposes of this chapter, "in-room service" consists of:

(1) The delivery of malt beverages and wine in unbroken packages by an employee of the hotel to a registered guest's room when such beverages have been ordered by the guest and when the guest shall be billed for the cost of such beverages at the time of delivery and when the sale of such beverages is completed at the time of delivery or,

(2) The provision of a cabinet, refrigerator, mini-bar or other facility located in a hotel's guest room which contains malt beverages or wine and which is accessible only to the guest and for which the sale of malt beverages or wine contained therein is final at the time requested except for a credit which may be given to the guest for any unused portion.

(b) In order to be eligible for an in-room service license, a hotel must:

(1) Be used and held out to the public as a place where sleeping accommodations are offered to guests for adequate pay, and meet other standards and conditions of a "hotel" as defined in this article; and;

(2) Contain four or more separate and distinct rooms used for the sleeping accommodations of guests.

(c) A hotel may consist of a single building or may consist of two or more buildings located on the same premises and used in connection with the hotel operation.

(d) A facility which is styled as a motel, motor lodge, inn, bed and breakfast or other similar appellation may be licensed as a hotel if it meets the requirements of this article.

Sec. 3-403. Operation of lounge, restaurant or supper club.

A hotel may grant permission for the operation of a lounge, restaurant, or supper club on its premises; such an operation may be granted an on-premises consumption license pursuant to articles II or III herein if it meets the other applicable requirements of said articles and this chapter.

Sec. 3-404. Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of $250.00 to defray investigative

[6]State law reference(s)—In-room sales by hotels and motels, O.C.G.A. § 3-9-10 et seq.

and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the $250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative or administrative costs.

Sec. 3-405. General provisions.

All alcoholic beverages sold pursuant to this article shall be purchased from a licensed wholesale dealer and shall be subject to all taxes imposed under chapter 90 of this Code, including the excise tax on the retail sale by the drink of alcoholic beverages containing distilled spirits.

Secs. 3-406—3-420. Reserved.

ARTICLE IX. BREWPUBS, BREWERIES AND DISTILLERIES[7]

Sec. 3-421. License required.

No person shall be permitted to operate a brewpub, brewery, micro-brewery, distillery or micro-distillery without first obtaining a license from the state and the city pursuant to this chapter.

Sec. 3-422. Investigative and administrative costs.

Each application for a license under this article shall be accompanied by a certified check for the full amount of the license fee, together with a separate certified check or cash in the amount of $250.00 to defray investigative and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the $250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license under this article who has in existence at the time of making the new application an existing license under this article shall pay no investigative or administrative costs.

Sec. 3-423. Brewpubs.

(a) No individual shall be permitted to own or operate a brewpub without first obtaining a proper brewpub license from the city. Each brewpub licensee shall comply with all other applicable state and local license requirements.

(b) A brewpub license authorizes the holder of such license to:

(1) Manufacture on the licensed premises not more than 10,000 barrels of malt beverage in a calendar year solely for retail sale.

(2) Operate an eating establishment that shall be the sole retail outlet for such malt beverage and may offer for sale for consumption on premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, provided that such alcoholic beverages are

[7]State law reference(s)—Limited exception, cocktail rooms; O.C.G.A. § 3-4-24.2; limited exception, malt beverage taprooms, O.C.G.A. § 3-5-24.1.

purchased from a licensed wholesale dealer and, provided further, in addition to malt beverages manufactured on the premises, each brew pub licensee shall offer for sale commercially available canned or bottled malt beverages purchased from a licensed wholesale dealer.

(3) Sell up to a maximum of 5,000 barrels annually of such malt beverage to licensed wholesale dealers. Under no circumstances shall such malt beverages be sold by a brewpub licensee to any person holding a retail consumption dealer's license or a retailer's license for the purpose of resale.

(4) Sell malt beverages manufactured on the premises by the package at retail for consumption off the premises.

(c) Possession of a brewpub license shall not prevent the holder of such license from obtaining any other license available under this chapter for the same premises.

(d) A brewpub licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.

(e) Except as set forth in this section, a brewpub licensee shall be subject to all other provisions of this chapter.

Sec. 3-424. Breweries.

(a) No individual shall be permitted to own or operate a brewery without first obtaining a proper brewery license from the city. Each brewery license shall comply with all other applicable state and local license requirements.

(b) A licensed brewery is authorized to manufacture malt beverages for wholesale sale primarily to wholesale dealers.

(c) A licensed brewery shall comply with O.C.G.A. § 3-5-24.1 relating to the limited sale of malt beverages to the public for onsite consumption or offsite package sales and may sell on all days and at all times that sales of malt beverages by retailers are lawful within the city.

(d) A brewery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.

(e) Breweries shall not be permitted within the boundaries of the Downtown Development Authority of the City of Oxford or any Historic District of the City of Oxford.

(f) Except as set forth in this section, a brewery licensee shall be subject to all other provisions of this chapter.

Sec. 3-425. Distilleries.

(a) No individual shall be permitted to own or operate a distillery without first obtaining a proper distillery license from the city. Each distillery licensee shall comply with all other applicable state and local license requirements.

(b) A licensed distillery is authorized to manufacture distilled spirits for sale primarily to wholesale dealers.

(c) A licensed distillery shall comply with O.C.G.A. § 3-4-24.2 relating to the limited sale of distilled spirits to the public for onsite consumption and may sell on all days and at times that sales of distilled spirits by retailers are lawful within the city.

(d) A distillery licensed under this chapter shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.

(e) Distilleries shall not be permitted within the boundaries of the Downtown Development Authority of the City of Oxford or any Historic District of the City of Oxford.

(f) Except as set forth in this section, a distillery licensee shall be subject to all other provisions of this chapter.

Sec. 3-426. Micro-breweries.

(a) No individual shall be permitted to own or operate a micro-brewery without first obtaining a proper micro-brewery license from the city. Each micro-brewery shall comply with all other applicable state and local license requirements.

(b) A licensed micro-brewery is authorized to manufacture malt beverages for sale primarily to wholesale dealers.

(c) A licensed micro-brewery shall comply with O.C.G.A. § 3-5-24.1 relating to the limited sale of malt beverages to the public for onsite consumption or offsite package sales and may sell on all days and at all times that sales of malt beverages by retailers are lawful within the city.

(d) A micro-brewery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.

(e) Except as set forth in this section, a micro-brewery licensee shall be subject to all other provisions of this chapter.

Sec. 3-427. Micro-distilleries.

(a) No individual shall be permitted to own or operate a micro-distillery without first obtaining a proper micro-distillery license from the city. Each micro-distillery licensee shall comply with all other applicable state and local license requirements.

(b) A licensed micro-distillery is authorized to manufacture distilled spirits for sale primarily to wholesale dealers.

(c) A licensed micro-distillery shall comply with O.C.G.A. § 3-4-24.2 relating to the limited sale of distilled spirits to the public for onsite consumption and may sell at all times that sales of distilled spirits by retailers are lawful within the city.

(d) A micro-distillery licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.

(e) Except as set forth in this section, a micro-distillery licensee shall be subject to all other provisions of this chapter.

Secs. 3-428—3-600. Reserved.

ARTICLE X. WHOLESALERS

Sec. 3-601. Special provisions applicable to wholesale purchases.

(a) Any person desiring to sell at wholesale any alcoholic beverages in the city shall make application to the code enforcement officer for a license to do so, which application shall be in writing on the prescribed forms, and pay any license fee as set by this chapter.

(b) No person who has any direct financial interest in any license for the retail sale of any alcoholic beverages in the city shall be allowed to have any interest or ownership in any wholesale alcoholic beverage license issued by the city.

(c) No retailer shall purchase any alcoholic beverage from any person other than a wholesaler licensed under this article. No wholesaler shall sell any alcoholic beverage to any person other than a retailer licensed under this chapter; provided, however, that this section shall not prohibit the purchase by one retailer of another retailer's entire stock in a bona fide purchase of an ongoing business.

(d) No alcoholic beverage shall be delivered to any retail sales outlet in the city except by a duly licensed wholesaler. The name of the wholesale distributor shall be clearly marked on the delivery vehicle.

Sec. 3-602. Hours and days of sale.

Wholesalers shall not engage in the wholesale sale of alcoholic beverages except between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday. There shall be no wholesale sales of alcoholic beverages on Sunday.

Sec. 3-603. Audit and penalties.

(a) If the code enforcement officer deems it necessary to conduct an audit of the records and books of the wholesale licensee, he shall notify the licensee of the date, time and place of the audit.

Secs. 3-604—3-700. Reserved.

ARTICLE XI. ALCOHOLIC BEVERAGE CATERERS

Sec. 3-701. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage caterer means any person licensed for the sale of alcoholic beverages by the State and who possesses a license by a local government in the State authorizing such person to sell and dispense alcoholic beverages by the drink in connection with an authorized catered function.

Authorized catered function means an event at a location not otherwise licensed for consumption of alcoholic beverages by the drink at which alcoholic beverages are furnished, served, sold and dispensed to persons present at the event, by the drink, pursuant to a permit obtained under this section.

Sec. 3-702. License requirements and restrictions.

An alcoholic beverage caterer, after properly obtaining a license to do so, may engage in the service and sell of malt beverages, wine or spiritous liquors by the drink at authorized catered functions as follows:

(1) Licenses may be obtained for the purposes of selling or dispensing alcoholic beverages by the drink on premises on which authorized catered functions are to be held.

(2) Such license may be obtained only by those persons, firms, or corporations with a valid local beverage alcohol license and a valid state retail dealer license.

(3) Such licenses shall only authorize the alcoholic beverage caterer to sell those alcoholic beverages for which he or she is licensed.

(4) Before a licensed alcoholic beverage caterer may sell, serve or dispense alcoholic beverages at any authorized catered function, such alcoholic beverage caterer shall obtain an event permit from the city at least ten business days prior to the event.

(5) The application for an event permit shall include the name of the licensed alcoholic beverage caterer, the alcoholic beverage caterer's license number, and the date, address and time of the event.

(6) No event permit fee shall be charged for the alcoholic beverage caterers licensed by the city.

(7) For alcoholic beverage caterers licensed by jurisdictions other than the city, a permit fee of $250.00 per event shall be charged.

(8) The event permit shall be good for the specific event at the specific address and times set forth in the application.

(9) The event permit and a copy of the alcoholic beverage caterer's state and local licenses shall be kept in the vehicle used to transport alcoholic beverages to the event at all times during which the event permit is in effect.

(10) Caterers licensed by the city, or any other jurisdiction shall maintain records of alcoholic beverages transported for each event as may be required by state law.

Sec. 3-703. Age restrictions.

No licensed alcoholic beverage caterer shall employ any person under 21 years of age to dispense, serve, sell or handle alcoholic beverages at authorized catered functions.

Sec. 3-704. Excise taxes.

Excise taxes are imposed upon alcoholic beverage caterers and shall be paid as required by this chapter and Georgia law.

Sec. 3-705. State law compliance.

The licensed alcoholic beverage caterer shall comply with all provisions set forth in this chapter and shall be subject to the restrictions found in O.C.G.A. § 3-11-4.

Sec. 3-706. Investigative and administrative costs.

Each application seeking a license to sell alcoholic beverages as an alcoholic beverage caterer shall be accompanied by a certified check for the full amount of the license or registration fee, together with a separate certified check or cash in the amount of $250.00 to defray investigative and administrative costs. If the application is denied and the license refused, the deposit representing the license fee shall be refunded; but the $250.00 cost paid for investigation and administration shall be retained. However, any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative fees authorized under this chapter. Any applicant for a license or registration under this article who has in existence at the time of making the new application an existing license or active registration under this article shall pay no investigative and administrative costs.

Sec. 3-707. Timing of sales or consumption.

All sales of alcoholic beverages or consumption of alcoholic beverages at authorized catered events shall comply in all respects to the time restrictions found in sections 3-84 and 3-108 herein.

ARTICLE III. ALCOHOLIC BEVERAGE EXCISE TAXES

Sec. 32-66. Malt beverage excise tax; imposition; collection.

(a) There is imposed and levied a specific tax upon all retail dealers in malt beverages within the city limits in the maximum amount allowed by state law.

(b) Each distributor, wholesale dealer or manufacturer selling, shipping or delivering malt beverages to any retail dealer in the city shall collect the excise tax as set forth in subsection (a) of this section and shall remit the tax to the city not later than the tenth of the month following collection. Each monthly remittance will be accompanied by invoice copies of all sales or deliveries to all retailers in the city for resale in the city, together with the sworn affidavit of such distributor, wholesale dealer or manufacturer, that the attached invoices are true, correct and complete.

State law reference(s)—Imposition of excise tax on malt beverages required, O.C.G.A. § 3-5-80.

Sec. 32-67. Wine excise tax; imposition; collection.

(a) In addition to the annual retail wine license fee, there is hereby levied an excise tax in the maximum amount allowed by state law which shall be paid to the mayor and council on all wine sold, displayed or stored in the incorporated area of the city. The tax shall be collected by wholesale distributors and paid to the city by the wholesale distributors on all wine sold to retailers in the incorporated area of the city as follows: Each wholesale distributor selling, shipping, or in any way delivering wine to any retailer shall collect the excise tax at the time of delivery and shall remit the tax together with a summary of all deliveries to each retailer on or before the tenth day of the following month.

(b) It shall be unlawful and a violation of this article for any retailer to possess, own, hold, store, display or sell any wine on which the tax has not been paid.

(c) Each wholesale distributor shall furnish to the mayor and council a summary of all purchase invoices for wine sold to each retailer in the incorporated area of the city on or before the 15th day of each month following such purchases. The invoices shall show the amount of excise tax paid.

State law reference(s)—Authorization to levy tax on wine, O.C.G.A. § 3-6-60.

Sec. 32-68. Distilled spirits excise tax.

(a) In addition to the annual retail liquor license fee, there is hereby levied an excise tax in the maximum amount allowed by state law which shall be paid to the mayor and council on all distilled spirits displayed or stored in the city. The tax shall be collected by wholesale distributors and paid to the city by the wholesale distributors on all distilled spirits sold to retailers in the city as follows: Each wholesale distributor selling, shipping, or in any way delivering distilled spirits to any retailer shall collect the excise tax at the time of delivery and shall remit the tax, together with a summary of all deliveries to each retailer, on or before the tenth day of the following month.

(b) It shall be unlawful and a violation of this article for any retailer to possess, own, hold, store, display or sell any distilled spirits on which the tax has not been paid.

(c) Each wholesale distributor shall furnish to the mayor and council a summary of all purchase invoices for distilled spirits sold to each retailer in the city on or before the 15th day of each month following such purchases. The invoices shall show the amount of excise tax paid.

State law reference(s)—Authority to impose excise tax on sale of distilled spirits by the drink, O.C.G.A. § 3-7-60.

Sec. 32-69. Consumption by the drink tax.

(a) In addition to all other taxes and license fees imposed upon licenses for the sale of alcoholic beverages for consumption on the premises engaged in the business of selling alcoholic beverages, there is imposed and levied upon all licensees within the city an excise tax. The tax levied hereunder shall be computed on the basis of three percent per drink of spirituous liquor sold, and shall further be computed and payable monthly. Each licensee hereunder, as a condition to the privilege of holding such license in the city shall:

(1) Keep and maintain true and correct records of all sales of spirituous liquors, such records to be preserved for a period of not less than one year and to be made available on request for the inspection of any duly authorized representative of the city.

(2) On or before the tenth day of each calendar month, each licensee hereunder, shall make a verified and comprehensive report to the city which shall correctly show and reflect all sales of spirituous liquors at his establishment for the calendar month immediately preceding the date of such report. Such report shall show the quantity of spirituous liquor sold, the amount of excise tax collected under the terms of this section, and such other reasonable information as may be requested by the city. Such report shall be accompanied by remittance payable to the city for all taxes collected or due, as shown on such report. If the tax due under this section is not paid on or before the tenth day of each calendar month, a ten percent penalty on the gross tax will be levied by the city against each defaulting licensee for whom the tax is not paid on or before the tenth day of the month.

(3) It shall be a violation of this article for any person to sell within the city any spirituous liquors on which the taxes hereon provided have not been held in trust to be remitted to the city by the tenth day of the following month. Any person violating any of the provisions of this article or who shall assist any licensee hereunder, to evade or avoid payment of the taxes hereon provided for shall be guilty of a violation of this section and on conviction thereof be punished as provided in section 1-11, and any such person so convicted shall also be subject to having his license suspended or revoked.

State law reference(s)—Authority to impose excise tax on sale of distilled spirits by the drink, O.C.G.A. § 3-4-130.

Sec. 32-70. Tax in addition to license fee.

The excise tax imposed by this article shall be in addition to any license fee, occupation tax, or charge which may now or in the future be imposed upon the business of selling alcoholic beverages at retail or wholesale within the city.

Sec. 32-71. Retailers' records.

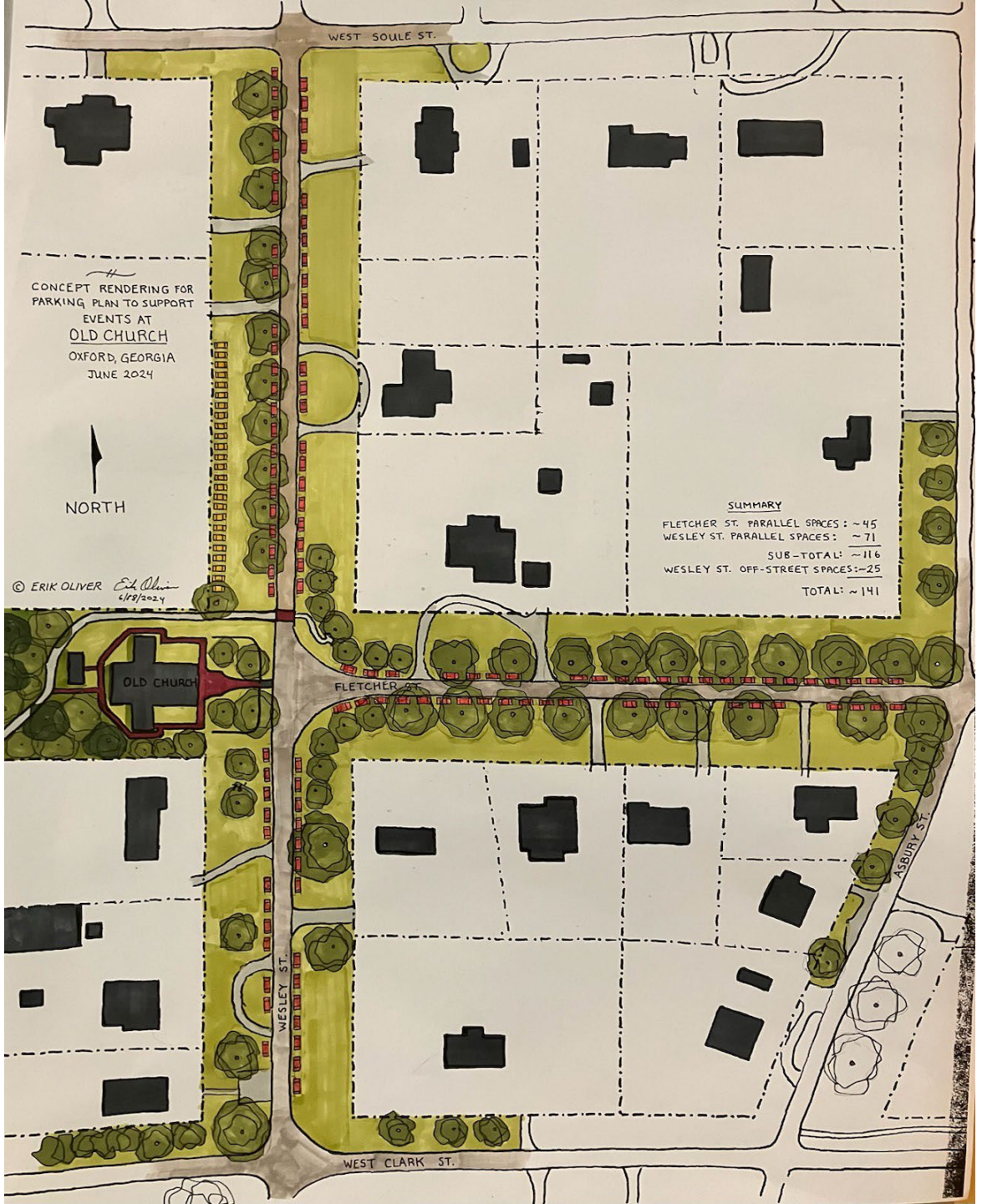
All retail dealers in malt beverages and/or wine, and all persons selling malt beverages and/or wine at retail, shall keep a complete and correct record of all purchases of malt beverages and wine, and shall require all persons from whom they purchase malt beverages or wine to furnish and deliver to them, at the time of delivery of such beverages, a correct invoice of purchase, which invoice shall be kept and preserved by the retailer at his place of business for a period of six months from the date of purchase. Such invoices and all records of retailers of malt beverages and/or wine shall be subject to inspection by any authorized representative of the city. All records of purchase shall be kept a period of at least three years from the date of such purchase or sale before being destroyed.

Sec. 32-72. Penalty for violation of article.

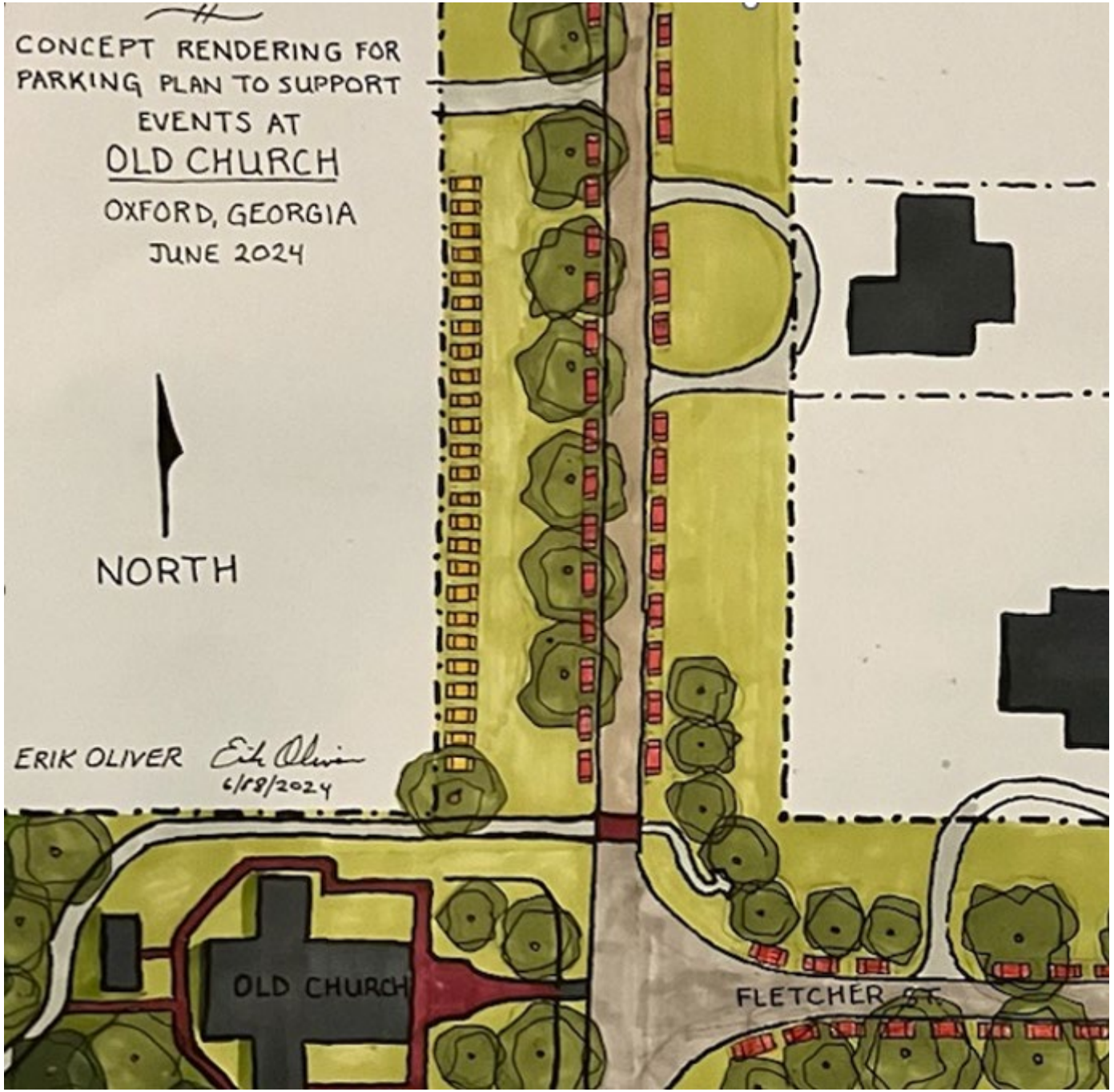
Any person who shall submit a return required by this article which is false or fraudulent, or who shall assist any person to evade the payment of any license tax provided in this article, shall, upon conviction, be punished as provided in section 1-11.

Secs. 32-73—32-105. Reserved.

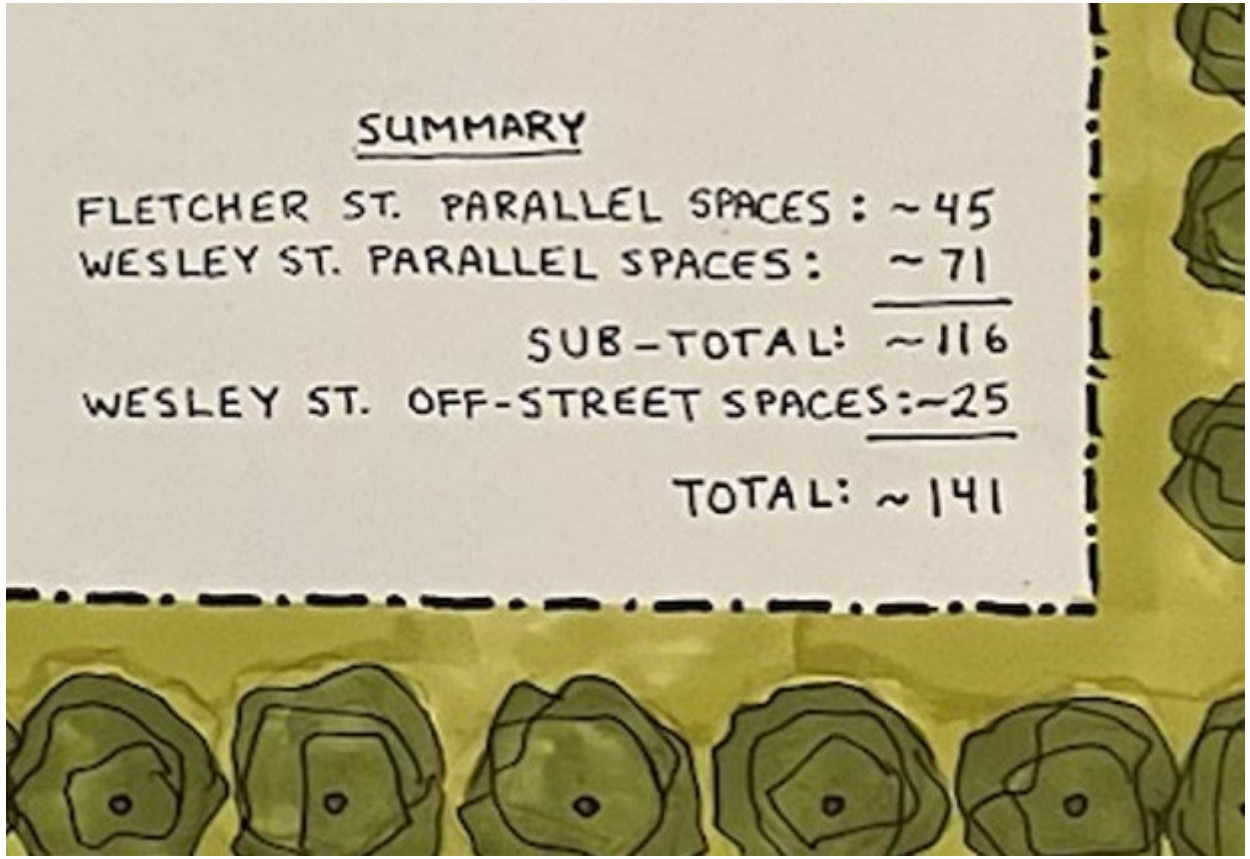
The basic idea is to create an 8-10' level/minimally sloped shoulder on either side of Wesley where applicable (the Yarbrough Oaks are 17’ - 18' from the pavement north of Old Church, and then pipe or fill the deep ditches on Fletcher where applicable, again creating 8’ - 10' shoulders on either side, preferably with new swales farther inward on the right of way.



The perpendicular spaces in yellow are proposed by Mayor Eady, but the red spaces are proposed by Mr. Oliver. The yellow spaces will create fewer spaces per square foot and will negatively impact the growth of the Yarbrough Oaks, which are already subject to impervious surface of Wesley Street on one side. Mr. Beryl Budd advised against compacting the soil on the other side as well with regular car traffic.



With a church capacity of 299, we need about 120-150 spaces. We can always do the same on W. Clark near Wesley if we need more spaces within walking distance, or along Asbury near Fletcher.



WEST SOULE ST.

CONCEPT RENDERING FOR
PARKING PLAN TO SUPPORT
EVENTS AT
OLD CHURCH
OXFORD, GEORGIA
JUNE 2024

NORTH

© ERIK OLIVER Erik Oliver
6/18/2024

SUMMARY

FLETCHER ST. PARALLEL SPACES:	~45
WESLEY ST. PARALLEL SPACES:	~71
SUB-TOTAL:	~116
WESLEY ST. OFF-STREET SPACES:	~25
TOTAL:	~141

OLD CHURCH

FLETCHER ST.

WESLEY ST.

ASBURY ST.

WEST CLARK ST.

110 W. Clark Street
Oxford, GA 30054
Phone 770-786-7004
Fax 770-786-2211
www.oxfordgeorgia.org

City of OXFORD
BIRTHPLACE OF EMORY UNIVERSITY

Incorporated December 23, 1839

Mayor David S. Eady
City Manager Bill Andrew
City Clerk/Treasurer Marcia Brooks

July 2, 2024

PRESS RELEASE ANNOUNCING A PROPOSED PROPERTY TAX INCREASE

The City of Oxford today announces its intention to increase the 2024 property taxes it will levy this year by 15.46% over the rollback millage rate.

Each year, the board of tax assessors is required to review the assessed value of taxable for property tax purposes of taxable property in the county. When the trend of prices on properties that have recently sold in the county indicate there has been an increase in the fair market value of any specific property, the board of tax assessors is required by law to re-determine the value of such property and adjust the assessment. This is called a reassessment.

When the total digest of taxable property is prepared, Georgia law requires that a rollback millage rate must be computed that will produce the same total revenue on the current year's digest that last year's millage rate would have produced had no reassessments occurred.

The budget adopted by the City of Oxford requires a millage rate higher than the rollback millage rate; therefore, before the Mayor & Council of the City of Oxford can set a final millage rate, Georgia law requires three public hearings to be held to allow the public an opportunity to express their opinions on the increase.

All concerned citizens are invited to the public hearings on this tax increase to be held at Oxford City Hall, 110 West Clark Street, Oxford, Georgia on July 15, 2024, at 9:00 AM and 6:00 PM and on August 5, 2024, at 6:00 PM.

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2024

COUNTY:	NEWTON	TAXING JURISDICTION:	OXFORD

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2023 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2024 DIGEST
REAL	43,004,206	6,176,504	(8,282)	49,172,428
PERSONAL	138,486		104,955	243,441
MOTOR VEHICLES	447,030		(69,730)	377,300
MOBILE HOMES	480		0	480
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	151,014		(149,312)	1,702
GROSS DIGEST	43,741,216	6,176,504	(122,369)	49,795,351
EXEMPTIONS	3,657,795		28,340	3,686,135
NET DIGEST	40,083,421	6,176,504	(150,709)	46,109,216
	(PYD)	(RVA)	(NAG)	(CYD)

2023 MILLAGE RATE:	5.444	2024 MILLAGE RATE:	5.444

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2023 Net Digest	PYD	40,083,421	
Net Value Added-Reassessment of Existing Real Property	RVA	6,176,504	
Other Net Changes to Taxable Digest	NAG	(150,709)	
2024 Net Digest	CYD	46,109,216	(PYD+RVA+NAG)
2023 Millage Rate	PYM	5.444	PYM
Millage Equivalent of Reassessed Value Added	ME	0.729	(RVA/CYD) * PYM
Rollback Millage Rate for 2024	**RR - ROLLBACK RATE**	**4.715**	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2024 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	4.715
2024 Millage Rate	5.444
Percentage Tax Increase	**15.46%**

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2024 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2024 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

Covington News: Please run this block ad: July 7, 2024

CURRENT 2024 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

The Mayor and Council of the City of Oxford do hereby announce that the millage rate will be set at a meeting to be held at the Oxford City Hall on August 5, 2024 at 7:00 PM. Pursuant to the requirements of O.C.G.A., 48-5-32, the Mayor and Council do hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CITY OF OXFORD	2019	2020	2021	2022	2023	2024
Real & Personal	22,155,784	24,368,394	28,812,997	36,781,116	43,142,692	49,415,869
Motor Vehicles	729,820	593,120	500,270	458,960	447,030	377,300
Mobile Homes	480	480	480	480	480	480
Timber-100%				0	0	0
Heavy Duty Equipment			41,995	169,200	151,014	1,702
Gross Digest	22,886,084	24,961,994	29,355,742	37,409,756	43,741,216	49,795,351
Less M&O Exemptions	3,369,150	3,385,009	3,465,976	3,558,609	3,657,795	3,686,135
Net M&O Digest	19,516,934	21,576,985	25,889,766	33,851,147	40,083,421	46,109,216
Gross M&O Millage	22.860	23.611	20.945	20.419	19.815	18.934
Less Rollbacks	16.235	16.989	15.501	14.975	14.371	13.490
Net M&O Millage	6.622	6.622	5.444	5.444	5.444	5.444
Net Taxes Levied	$129,241	$142,883	$140,944	$184,286	$218,214	$251,019
Net Taxes $ Increase	$129,241	$13,642	-$1,939	$43,342	$33,928	$32,805
Net Taxes % Increase	9.40%	10.56%	-1.36%	30.75%	18.41%	15.03%

Notice of Property Tax Increase

The City of Oxford has tentatively adopted a 2024 millage rate which will require an increase in property taxes by 15.46 percent. All concerned citizens are invited to the public hearings on this tax increase to be held at the Oxford City Hall, 110 W. Clark Street, Oxford, Georgia on July 15, 2024 at 9:00 AM.

Times and places of additional public hearings on this tax increase are at the Oxford City Hall, 110 W. Clark Street, Oxford, Georgia, on July 15, 2024 at 6:00 PM and August 5, 2024 at 6:00 PM. This tentative increase will result in a millage rate of 5.444 mills, an increase of .729 mills. Without this tentative tax increase, the millage rate will be no more than 4.715 mills. The proposed tax increase for a home with a fair market value of $225,000 is approximately $58.32 and the proposed tax increase for non-homestead property with a fair market value of $175,000 is approximately $51.03.

LOST Rollback Calculation

	2019	2020	2021	2022	2023	2024
Property Tax Digest	22,886,084	24,961,994	29,355,742	37,409,756	43,741,216	49,795,351
General Fund (M&O) Millage Rate	0.006622	0.006622	0.006622	0.005444	0.005444	0.005444
LOST Collections	371,572.35	424,102.42	455,049.39	560,193.75	628,602.73	671,737.90
Rollback Rate	0.006015	0.005964	0.005444	0.00419	0.004581	0.004715
Rollback Calculation Amount	0.0162357	0.0169899	0.0155012	0.0149745	0.0143709	0.01349
	16.2357	16.9899	15.5012	14.9745	14.3709	13.4900

Property Tax Calculation for 2024

$175,000 Fair Market Value (FMV)

Non-Homestead Exemption

	FMV Property	Property Tax Rate	Value of Taxable Property	Millage Rate	Total
Rollback	$175,000	40%	$70,000	0.004715	$330.05
Current	$175,000	40%	$70,000	0.005444	$381.08
				Difference	**$51.03**

15.46%

DOR Example (2020)

	FMV Property	Property Tax Rate	Value of Taxable Property	Home Exemp	New Total	Millage Rate	Total
Rollback	$100,000	40%	$40,000	-$2,000	$38,000	0.007820	$297.16
Current	$100,000	40%	$40,000	-$2,000	$38,000	0.009580	$364.04
						Difference	**$66.88**

22.51%

With Homestead Exemption

	FMV Property	Property Tax Rate	Value of Taxable Property	Homestead Exemption	New Total	Millage Rate	Total
Rollback	$175,000	40%	$70,000	-$10,000	$60,000	0.004715	$282.90
Current	$175,000	40%	$70,000	-$10,000	$60,000	0.005444	$326.64
						Difference	**$43.74**

15.46%

$175,000 FMV Property	$51.03
$175,000 FMV Property w/ HE	$43.74
Difference	$7.29

$225,000 Fair Market Value (FMV)

Non-Homestead Exemption

	FMV Property	Property Tax Rate	Value of Taxable Property	Millage Rate	Total
Rollback	$225,000	40%	$90,000	0.004715	$424.35
Current	$225,000	40%	$90,000	0.005444	$489.96
				Difference	**$65.61**

15.46%

DOR Example (2020)

	FMV Property	Property Tax Rate	Value of Taxable Property	Millage Rate	Total
Rollback	$300,000	40%	$120,000	0.007820	$938.40
Current	$300,000	40%	$120,000	0.009580	$1,149.60
				Difference	**$211.20**

With Homestead Exemption

	FMV Property	Property Tax Rate	Value of Taxable Property	Homestead Exemption	New Total	Millage Rate	Total
Rollback	$225,000	40%	$90,000	-$10,000	$80,000	0.004715	$377.20
Current	$225,000	40%	$90,000	-$10,000	$80,000	0.005444	$435.52
						Difference	**$58.32**

15.46%

$225,000 FMV Property	$65.61
$225,000 FMV Property w/ HE	$58.32
Difference	$7.29

Date	Action
2-Jul	Advertise for July 15th and August 5th Public Hearings
	Advertise 5 Year History on July 7 (Cov. News)
	Issue Press Release (Cov. News)
15-Jul	1st Public Hearing - 9 AM
	2nd Public Hearing - 6 PM
5-Aug	Final Public Hearing - 6 PM
	Adopt Millage Rate - 7 PM Meeting

CITY OF OXFORD RESOLUTION NO.

2023~~3~~4-001~~?~~2

RESOLUTION TO ADOPT AN EXTENDED MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW CONNECTIONS IN THE TURKEY CREEK BASIN, TO THE SEWERAGE COLLECTION AND TREATMENT SYSTEM OF THE CITY OF OXFORD UNDER THE MUNICIPAL CODE OF OXFORD, GEORGIA

WHEREAS, the City Council of Oxford, Georgia ("City Council") under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of the City of Oxford to provide for and enact rules and regulations governing the use of utilities furnished by the City;

WHEREAS, the City of Oxford Charter empowers the City to regulate municipal utilities furnished by the City;

WHEREAS, the City Council exercised its authority to enact rules and regulations governing the use of utilities furnished by the City by adopting the "The Code of the City of Oxford, Georgia" ("City Code") on 10/02/2006~~?~~;

WHEREAS, ~~Section ?~~Chapter 36, Article I of the City Code provides for the promulgation of regulations governing the use of utilities furnished by the City;

WHEREAS, the City Council has reviewed the current state of the utilities provided by the City as applied to new connections to the sewerage collection and treatment system of the City of Oxford, Georgia;

WHEREAS, the City Council ~~has~~ determined, in November, 2023, that, in its current state, the sewerage collection and treatment system of the City of Oxford may not effectively service its future customers at its current flow;

WHEREAS, the City Council has partnered~~, or is seeking to partner~~ with the Newton County Water and Sewerage Authority (NCWSA) for a sewage flow and capacity study of the Turkey Creek Basin, and Dried Indian Creek Basin, which together comprise the entirety of the Service Area of the City of Oxford, Georgia, to determine if the current collection system and wastewater treatment plant capacity is adequate to future needs;

WHEREAS, the City Council has subsequently received a satisfactory sewage flow and capacity study of the Catova Creek Basin (formerly identified as the Dried Indian Creek Basin), such that the City Council deems it advisable to permit the current Moratorium expire, as to that basin, as on Monday, May 13, 2024 at 11:59 p.m.;

WHEREAS, the sewage flow and capacity study of the Turkey Creek Basin, remains unfinished, such that the City Council remains unable, currently, to determine if the current collection system and wastewater treatment plant capacity is adequate to future needs in the Turkey Creek Basin;

WHEREAS, the City Council has determined that new connections in the Turkey Creek Basin, to the sewerage collection and treatment system of the City of Oxford, Georgia would not be advisable until the NCWSA study is complete;

DRAFT

WHEREAS, the City Council has determined that it is in the best interests of the citizens of Oxford, Georgia for the adoption of appropriate policies to protect the sewerage collection and treatment system of Oxford, Georgia and to address potential issues caused by an increase in flow in the Turkey Creek Basin; and

WHEREAS, the City Council desires to continue to briefly control and prohibit the approval of applications for new connections to the sewerage collection and treatment systems in the Turkey Creek Basin ~~of~~within the City of Oxford, until such time as appropriate measures can be accomplished to accommodate new connections, by extending the current Moratorium as applied to Turkey Creek Basin;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the City Council of Oxford, Georgia, and the following Resolution shall be and is hereby enacted, as follows:

Section 1: Enactment of a Moratorium on New Connections to the Sewerage Collection and Treatment System of Oxford**, Georgia.** The City Council hereby adopts, and extends for a period of one hundred eighty (180) days beginning on the date of adoption of this Resolution, a moratorium on the receipt, acceptance, consideration and approval of any applications for new connections in the Turkey Creek Basin, to the sewerage collection and treatment systems of the City of Oxford., and enacts and directs any and all applicable personnel and agencies of Oxford, Georgia to enforce a moratorium on ~~receipt, acceptance, consideration and approval of any applications for new connections to the sewerage collection and treatment systems of the City of Oxford~~the same.

Section 2: Duration. The moratorium period shall commence on Tuesday, May 14, 2024 ~~Monday, November 6, 2023~~ at 12:00 a.m. and shall terminate on Wednesday~~Thursday~~, November~~May~~ 13~~6~~, 2024 at 11:59 p.m., unless further extended by the City Council.

Section 3: Impact on Other Development Ordinances. The provisions of this resolution shall not restrict or prohibit any other development of any real property except that specifically stated herein.

SO RESOLVED, this ~~6th~~ 1st day of ~~May~~July, ~~November~~ 202~~3~~4.

David S. Eady, Mayor

~~Jim Windham~~Erik Oliver, Mayor Pro Tem

~~Erik Oliver~~Jim Windham, Councilmember

DRAFT

George Holt, Councilmember

Laura McCanless, Councilmember

Mike Ready, Councilmember

ATTEST:

_____
Marcia Brooks, City Clerk

DRAFT

SEWER FLOW MONITORING REPORT

Prepared for the:

Newton County Water & Sewerage Authority

NEWTON COUNTY, GEORGIA

May 2024

C & S PROJECT NO.: N2075.041

Carter & Sloope
CONSULTING ENGINEERS

1031 Stonebridge Parkway
Watkinsville, Georgia 30677
Phone: 706-769-4119

© Carter & Sloope, Inc. 2024

GA COA LICENSE# PEF001004 EXPIRES 6/30/2026

Introduction

The Newton County Water & Sewerage Authority (NCWSA) initiated this flow monitoring project to better understand the flows in the Turkey Creek basin of their sewer system that accepts gravity flows from the City of Oxford (Oxford), Oxford College of Emory University (Oxford College), and the City of Covington (Covington). In addition, the City of Oxford requested to add two additional flow monitors for the east side of their system that flows into the Dried Indian Creek basin, which flows to the City of Covington Water Reclamation Facility. Discussion of the flow monitoring data will be presented for each basin separately.

The primary goal of the flow monitoring was to evaluate both dry-weather and wet-weather periods to quantify what the normal dry-weather flow might be and what rainfall derived inflow and infiltration (RDII) may occur during wet-weather events. An additional goal was to quantify the utilization of and availability of purchased treatment capacity in the Yellow River Water Reclamation Facility by Oxford, Covington and Oxford College.

Flow Monitor Installation

A total of nine submerged area velocity sensors with cellular-connected data loggers were installed, seven in the Turkey Creek basin and two in the Dried Indian Creek basin. All flow monitors were installed and active prior to January 13, 2024 and collected data through March 18, 2024. The locations for the lower end of the Turkey Creek basin are shown on Figure 1 and the upper end, along with the Dried Indian Creek basin, are shown in Figure 2. Installation crews calibrated each monitor to hand measurements of flow at the time of installation. Following installation, a technician monitored the data at least weekly and more thoroughly after each rainfall event. If unusual reactions were observed, a crew would visit the site again to check on the equipment and re-calibrate as necessary. Geographic Information System (GIS) data was obtained from both NCWSA and Covington to help select desired installation locations. Data from the NCWSA is shown in bright green and from Covington in dark green. The City of Oxford has not developed GIS for their sewer assets, so only old paper maps were available for reference. No mapping was provided by Oxford College. Manholes located during the initial field reconnaissance were added to the Covington GIS feature class and therefore show up as individual dark green manholes.

The desire was for FM1 to be installed on the Turkey Creek outfall as close as possible to the Yellow River Interceptor. Unfortunately, a significant rain event occurred a few days before installation began and flooding in the area prevented accessing any further downstream manholes. The manhole used for installation of FM1 was measured by the installation crews to be 108 inches deep. FM1 includes flows from FM2 and FM3 in addition to the flow from that sub-basin.

Since FM1 had to be moved upstream, FM1A was added to collect data on the sub-basin east of the Yellow River that flows into the Turkey Creek line near the confluence with the Yellow River. This sub-basin includes the Spillers Lane Lift Station and is owned by Covington and dominates the flow in this sub-basin. This manhole was reported to be 287 inches deep. Flow from FM1A is not included in any other flow monitor.

FM2 is located upstream of FM1 and upstream of FM3, which is a sub-basin that comes in at Turner Lake Park. Both FM2 and FM3 are in a flat wooded area that can be accessed from Turner Lake Park or the Fieldcrest Walk Apartments off the I-20 Access Road. These manholes were reported to be 79 and 103 inches deep, respectively.

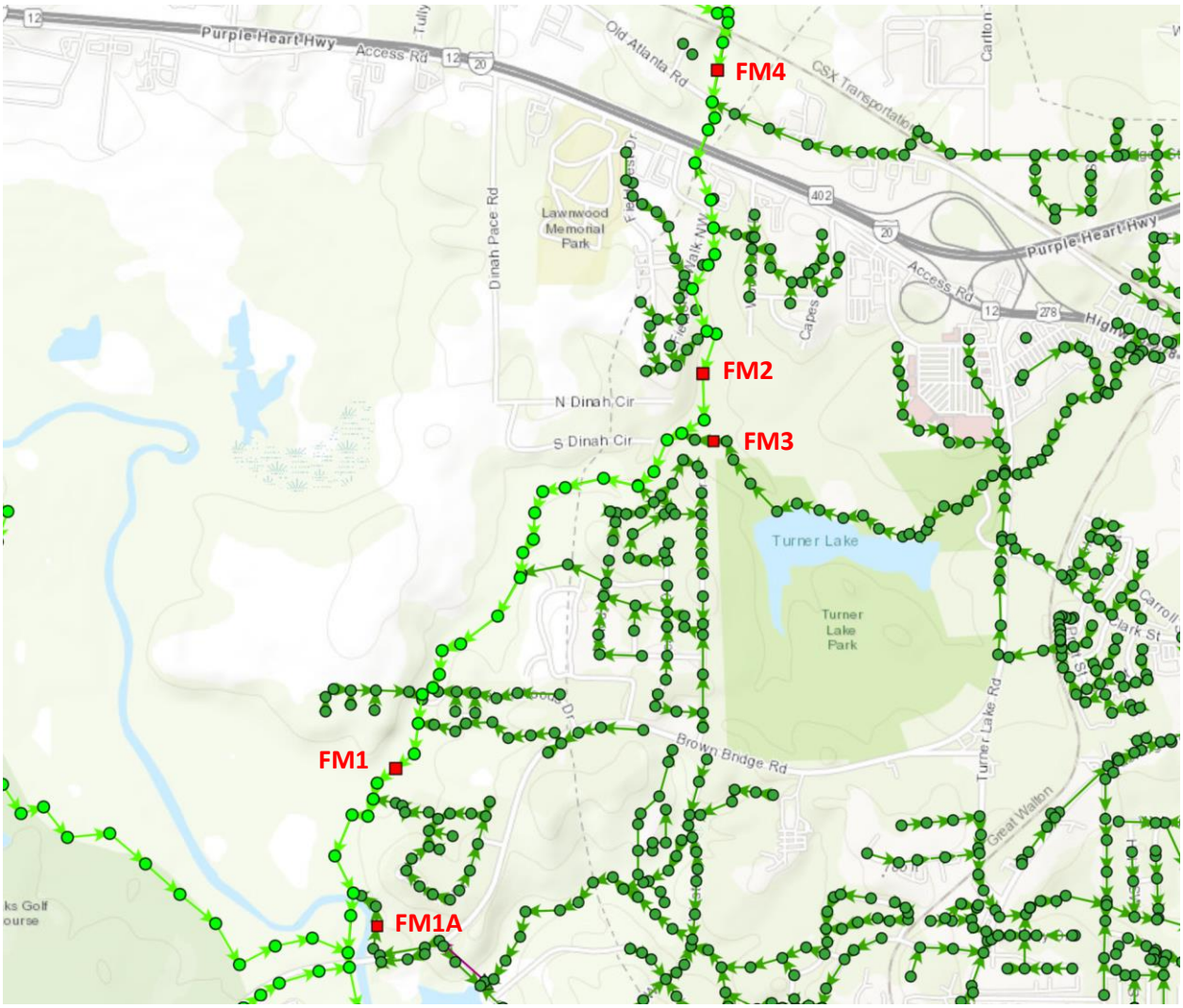


Figure 1 – Turkey Creek Flow Monitor Locations (lower end of basin)

FM4 was in a field on the west side of 10208 Old Atlanta Highway, on the north side of Old Atlanta Highway. This manhole is expected to be the downstream end of the Oxford sewer system and was reported to be 85 inches deep.

FM5 was along a walking trail on the north side of West Moore Street. This manhole was reported to be 78 inches deep. This manhole was selected for monitoring as some flow from Oxford College

along the south end of campus was expected to flow through a sewer line and join the Turkey Creek Interceptor in this area. FM5 includes flows from FM6 and FM7 in addition to the flow from the sub-basin.

To be able to separate the Oxford flow from Oxford College, FM6 was installed to quantify flows upstream of the gravity main from Oxford College. This manhole was along the walking trail by the creek and was reported to be 75 inches deep.

Based on review of field maps and field reconnaissance, all Oxford College flow, except the Police Department on West Moore Street, appears to flow through the line where FM7 was placed. Manholes around West Moore Street and the Williams Gymnasium were opened and identified to flow to the north toward the Student Center and the line containing FM7. The manhole where FM7 was placed was reported to be 78 inches deep.

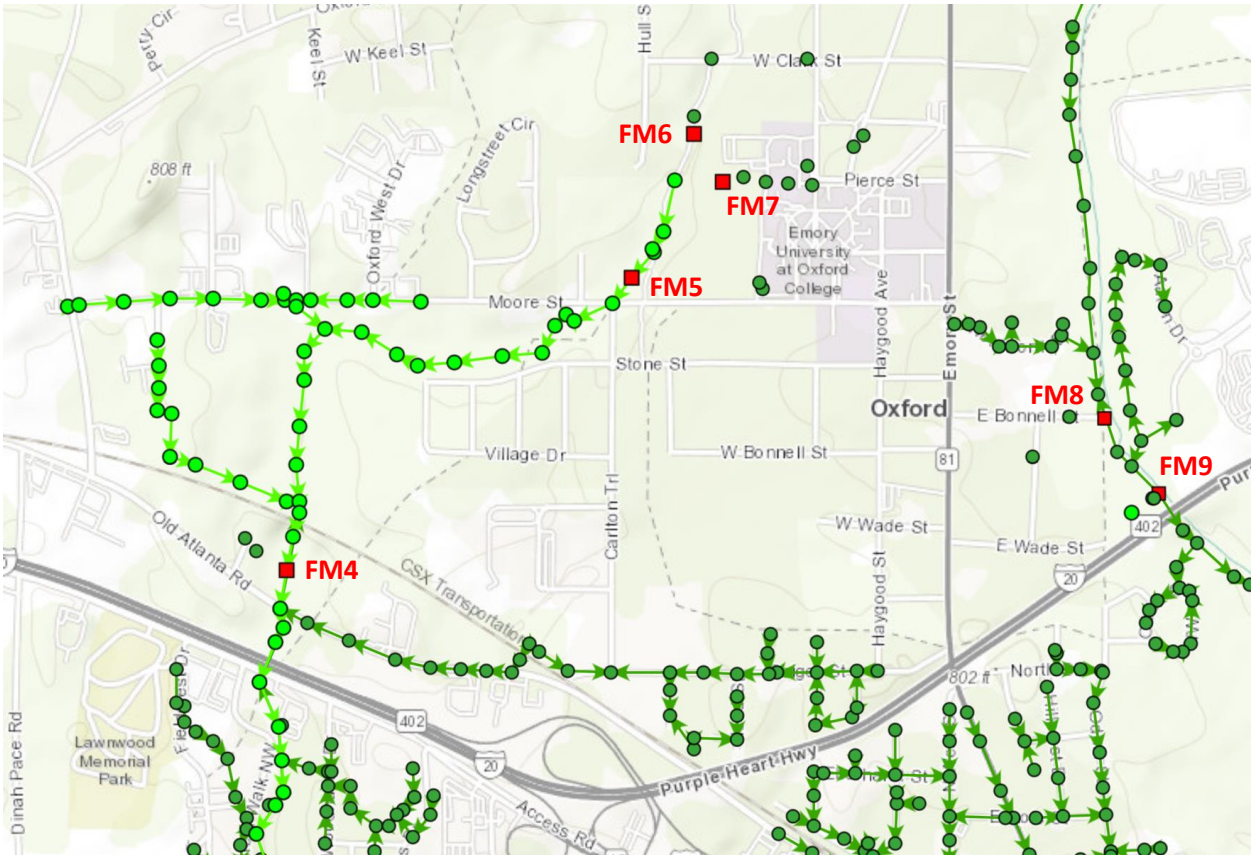


Figure 2 – Turkey Creek (upper end of basin) & Dried Indian Creek Flow Monitor Locations

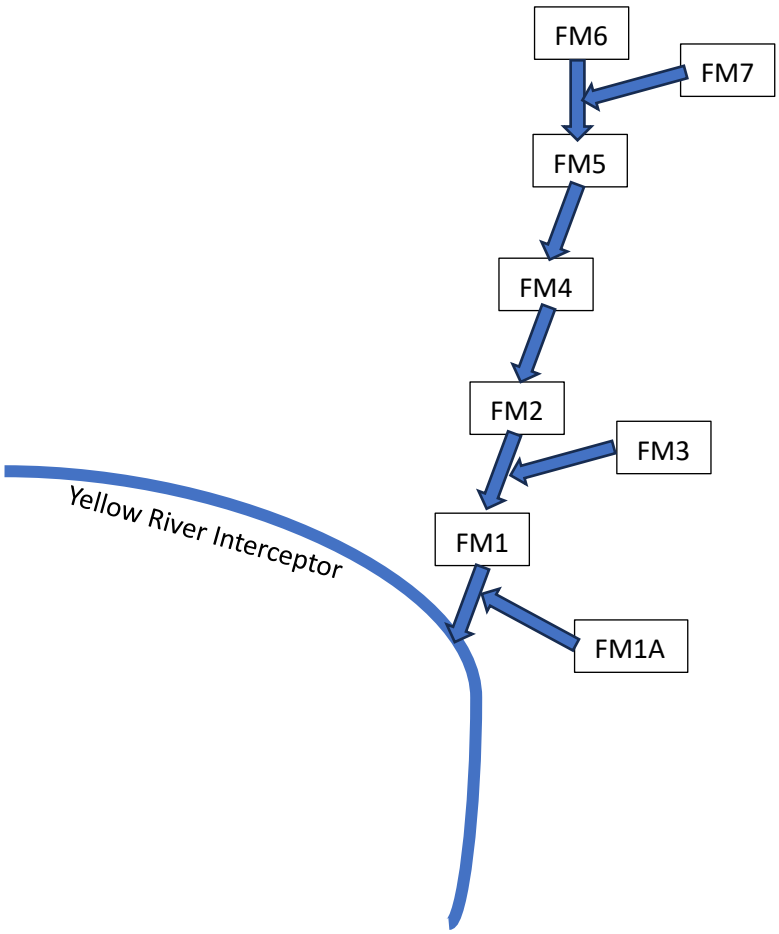
Emory Street is the divide in Oxford between contribution of flows to the Turkey Creek and Dried Indian Creek basins. As such, two flow monitors were placed in the Dried Indian Creek Basin to evaluate that portion of Oxford's flow. Based on conversations with Covington staff, all flow entering

FM8 would belong to Oxford, except for two pump stations serving City Pond Park and Covington Airport, which belong to Covington. The flow from these two sources is anticipated to be only a few hundred gallons per day, at most. This manhole was reported as 100 inches deep.

FM9 was installed below the line serving Keegan Court and Aaron Drive. Although there is no development along this line, the desire was to confirm if any additional flow is measured. Flow from four to eight houses on the eastern end of Wade Street flow down a gravity line that enters at the FM9 manhole but was not measured. This line could not be measured as it appears to be dry most of the time. The depth of the FM9 manhole was reported to be 101 inches.

A schematic depicting the relationship between the flow monitor locations and flow paths is shown in Figure 3.

Figure 3 - Schematic of Turkey Creek Interceptor

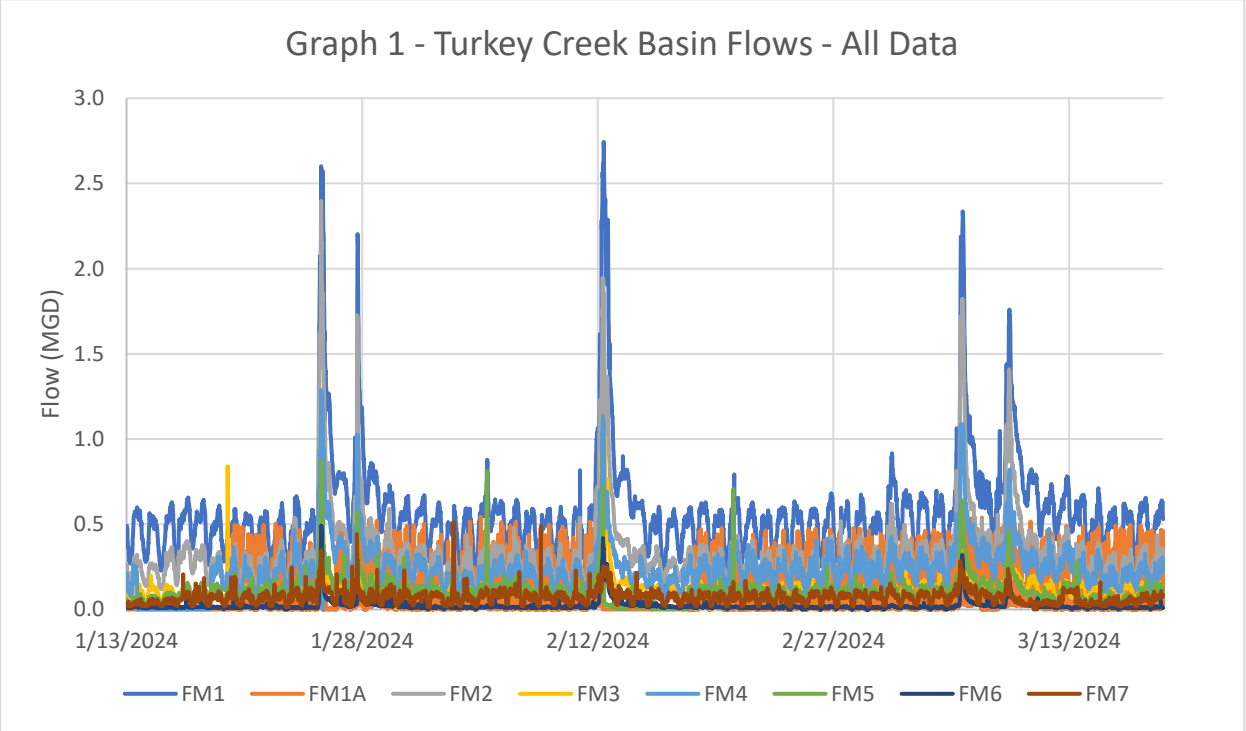


Turkey Creek Basin

The NCWSA provides water and sewer service to many of the residents of unincorporated Newton County. Since gravity sewer is the most efficient way to collect sewer flows, areas upstream of the Yellow River Water Reclamation Facility collect much of the flow from western Newton County. This includes the Turkey Creek basin which begins near Brown Bridge Road at the Yellow River and reaches northward to Oxford.

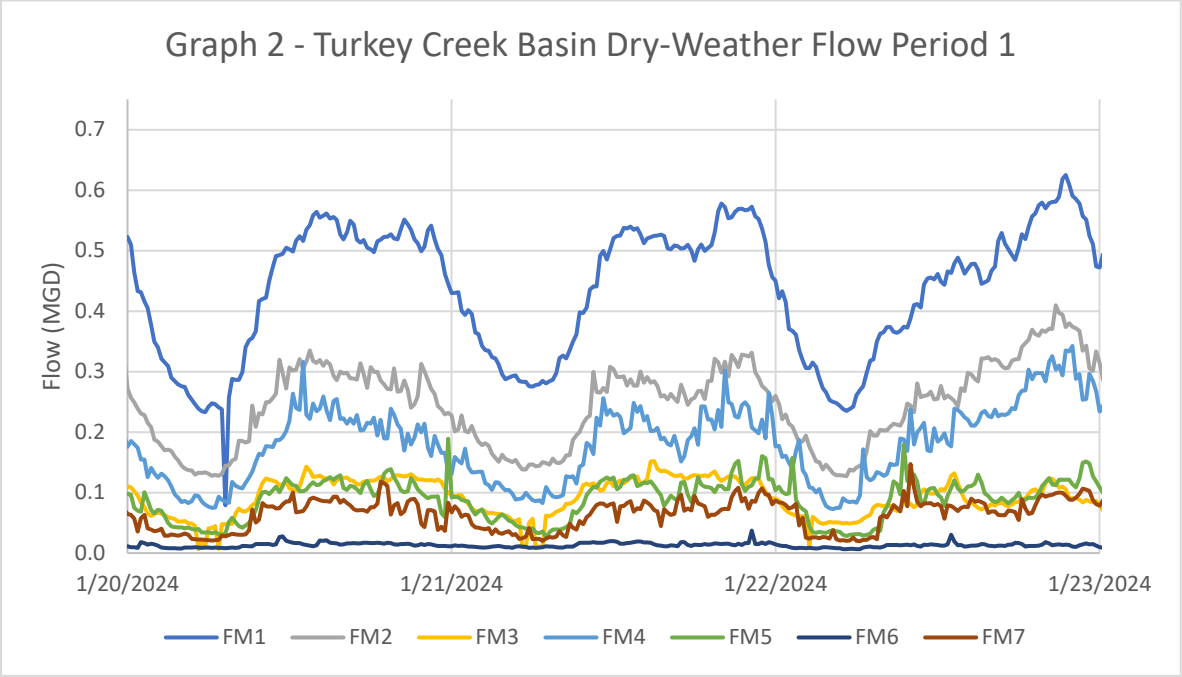
Findings

Once sufficient periods of dry-weather and wet-weather were observed and flow monitoring was complete, the first task is to identify those periods for further analysis. Graph 1 shows all measured flows from the Turkey Creek basin flow monitors for the entire period. From this, it is quickly apparent that there were three significant rain events, two of which had back-to-back events.



Dry-weather Analysis

For dry-weather, two three-day periods were readily apparent where flows are repeatable each day, these were 1/20-1/22 and 2/23-2/25, and are shown in Graphs 2 and 3, respectively. On review of the rainfall data, 0.09 inches was recorded on 2/23 between 5:50 am and 7:10 am. Based on the lack of reaction at any flow monitor, it appears that this was not enough rainfall to produce any RDII, so both periods are viable for analyses. FM1A was removed from these graphs, as it spikes repeatedly and makes it difficult to follow the other data. Tabular data for these two events are displayed in Table 1.


Graph 2 - Turkey Creek Basin Dry-Weather Flow Period 1
Flow (MGD)
0.7
0.6
0.5
0.4
0.3
0.2
0.1
0.0
1/20/2024
1/21/2024
1/22/2024
1/23/2024
FM1
FM2
FM3
FM4
FM5
FM6
FM7

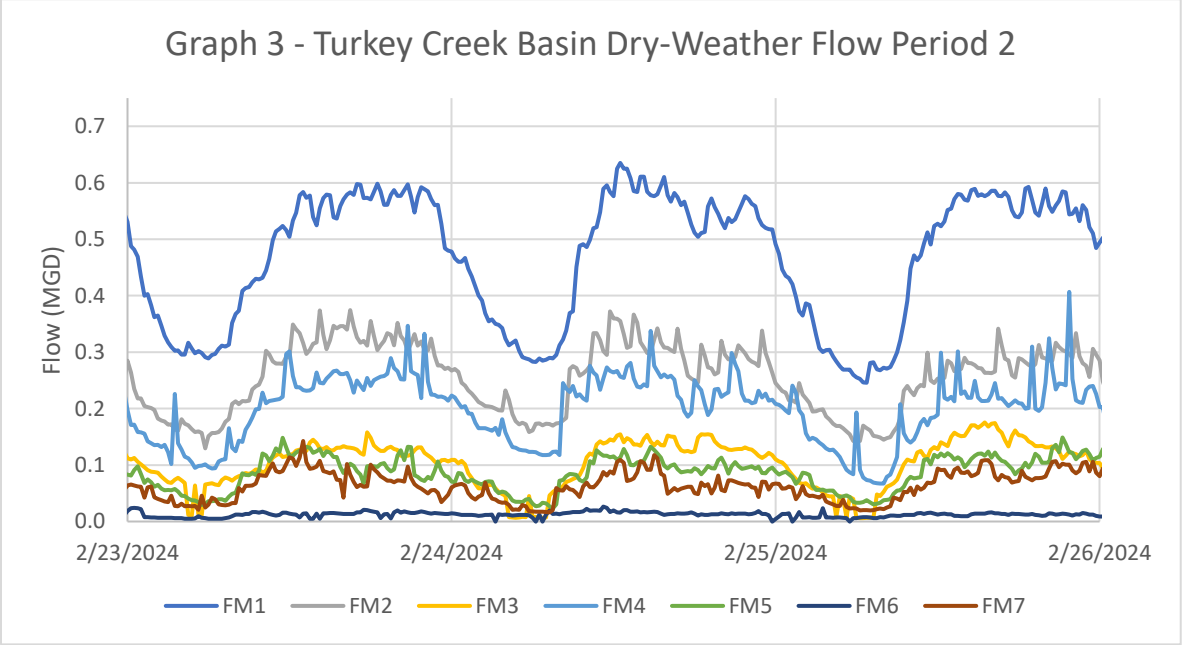

Graph 3 - Turkey Creek Basin Dry-Weather Flow Period 2
Flow (MGD)
0.7
0.6
0.5
0.4
0.3
0.2
0.1
0.0
2/23/2024
2/24/2024
2/25/2024
2/26/2024
FM1
FM2
FM3
FM4
FM5
FM6
FM7

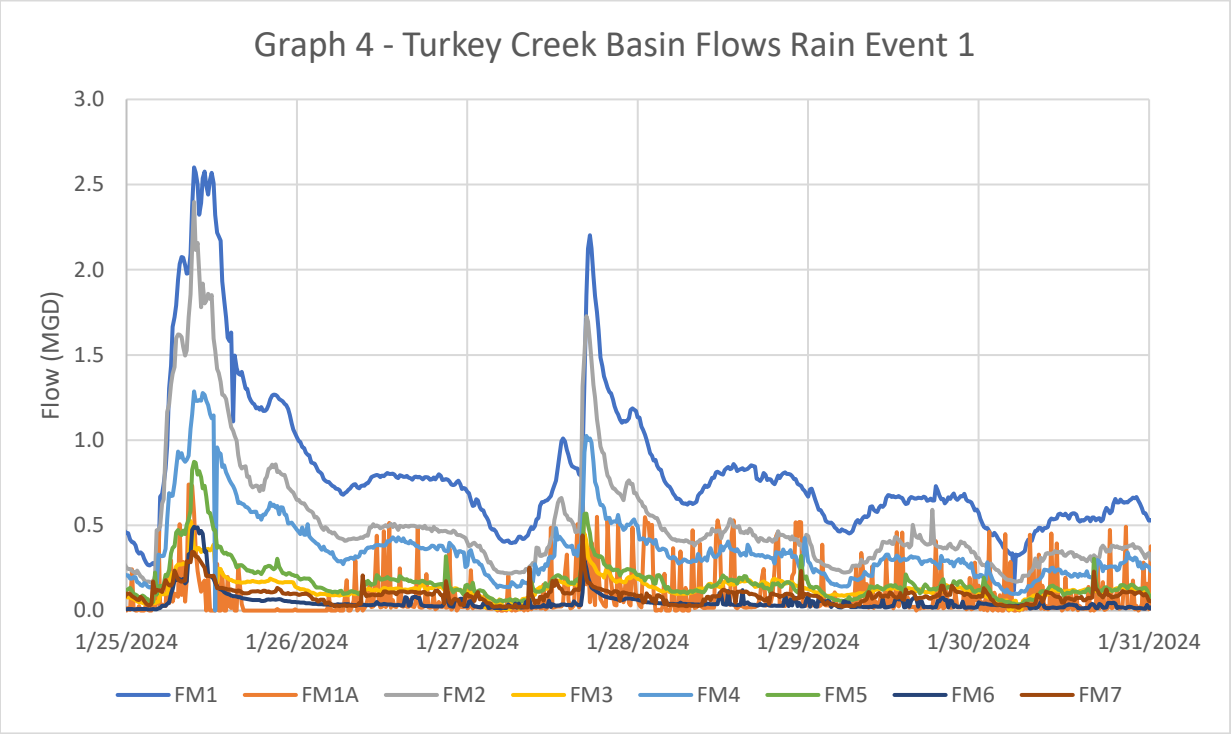
Table 1 – Observed Dry-weather Flows in Turkey Creek Basin

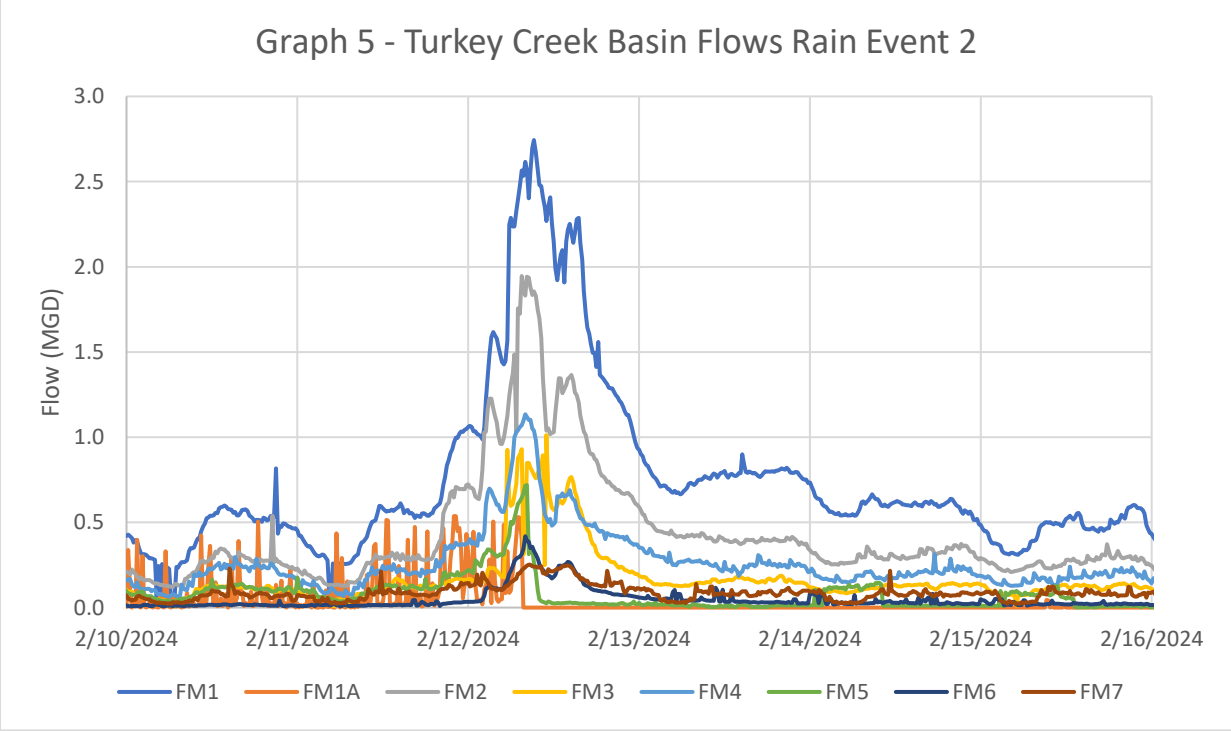
METER	PIPE DIAMETER (in)	MANHOLE DEPTH (in)	TOTAL FLOW (MG)	AVERAGE DAILY FLOW (MGD)	PEAK FLOW RATE (MGD)	MAX DEPTH (in)	ADF THIS SUB-BASIN ONLY (MGD)
1/20 – 1/22							
FM1	15	108	1.30	0.43	0.63	4.29	0.098
FM1A	12	287	0.22	0.07	0.50	6.24	0.073
FM2	15	79	0.73	0.25	0.41	4.55	0.065
FM3	12	103	0.28	0.09	0.15	2.82	0.092
FM4	12	85	0.54	0.18	0.34	4.48	0.092
FM5	12	78	0.27	0.09	0.19	3.29	0.012
FM6	8	75	0.04	0.01	0.04	2.19	0.013
FM7	8	78	0.19	0.06	0.15	1.53	0.063
2/23 – 2/25							
FM1	15	108	1.41	0.47	0.64	3.918	0.110
FM1A	12	287	0.17	0.06	0.47	6.008	0.056
FM2	15	79	0.77	0.26	0.37	4.421	0.056
FM3	12	103	0.31	0.10	0.18	2.927	0.103
FM4	12	85	0.60	0.20	0.41	5.311	0.114
FM5	12	78	0.26	0.09	0.15	3.175	0.010
FM6	8	75	0.04	0.01	0.03	2.646	0.012
FM7	8	78	0.19	0.06	0.14	1.870	0.063

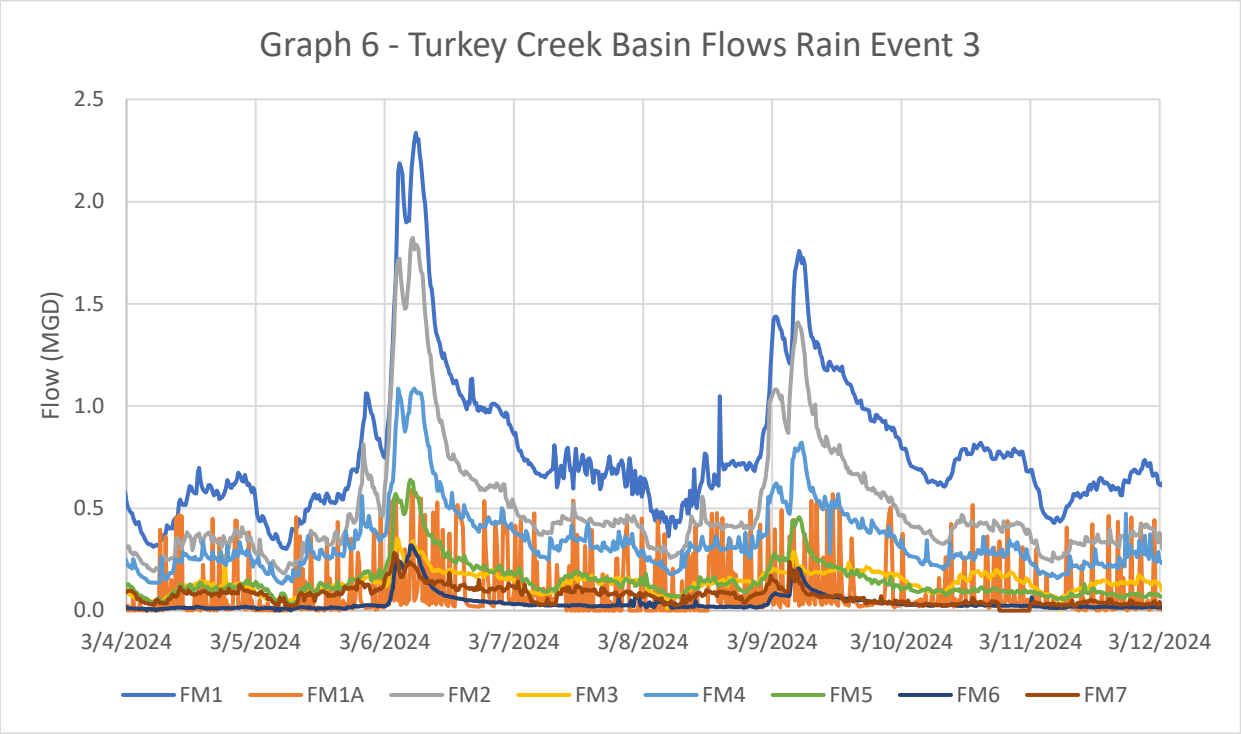
The first observation regarding this data is that the maximum depth observed at each location is well below half the pipe diameter, except for FM1A, which is at half of the pipe diameter, but since this is a pumped flow it is not a concern. For dry-weather conditions, these pipes have more than adequate capacity. EPD generally wants dry-weather flow to be no more than half the pipe diameter for pipes less than 15-inch diameter and less than 75% for larger diameter pipes.

Wet-weather Analysis

As mentioned previously, looking at the overall chart of flows, three periods are dominant as being influenced by rainfall, these are 1/25-1/29, 2/11-2/14, and 3/5-3/11, with the first and last being a double-rainfall event, a second rainfall occurring before flows returned to dry-weather conditions. Data for each of these events can be seen in Graphs 4, 5, & 6 below. FM1A is displayed on these graphs, as it's data is not as overwhelming in these rainfall events.


Graph 4 - Turkey Creek Basin Flows Rain Event 1
Flow (MGD)
3.0
2.5
2.0
1.5
1.0
0.5
0.0
1/25/2024
1/26/2024
1/27/2024
1/28/2024
1/29/2024
1/30/2024
1/31/2024
FM1
FM1A
FM2
FM3
FM4
FM5
FM6
FM7


Graph 5 - Turkey Creek Basin Flows Rain Event 2
Flow (MGD)
3.0
2.5
2.0
1.5
1.0
0.5
0.0
2/10/2024
2/11/2024
2/12/2024
2/13/2024
2/14/2024
2/15/2024
2/16/2024
FM1
FM1A
FM2
FM3
FM4
FM5
FM6
FM7



Tabular data for these events is summarized in Table 2 below and can be compared to dry-weather flows above. Important fields here are the local sub-basin RDII, peak flow rate and peaking factor. Starting with peaking factor, this is comparing the peak wet-weather flow rate to the average dry-weather flow rate. Observations on the data are summarized below:

- As seen, FM6 has the highest peaking factor at 8.5 to 13+, however this represents only an RDII volume of 40,000 gallons per day (gpd). Therefore, trying to find that small volume of RDII may be difficult to nearly impossible.
- At FM2 the next highest peaking factor is most often observed, this generally represents more than 100,000 gpd of RDII. This is more than double the dry-weather flow for this sub-basin.
- FM3 only indicates more than 100,000 gpd of RDII in rainfall event 2 and significantly less in the others. It is unclear why this occurred only in one event.
- FM4 doesn't have as high a peaking factor, but RDII volume is above 100,000 gpd in all three rain events. This is more than double the dry-weather flow for this sub-basin.
- The peaking factor and RDII for FM1 are the next most noticeable factors observed, with both being high.
- While FM1A appears to have low peaking factors, this could be impacted by the pump station. However, total flow over the rainfall Events 1 and 3 does indicate increased flows due to RDII in this sub-basin. It appears that this flow monitor stopped reporting during the middle of rain event 2. Looking at the graphs, it appears that the pump station ran significantly longer in the rain events, but the volume of RDII calculated appears to be only 20,000-30,0000 gallons, and

as such may be very difficult to locate the source. Additional evaluation of pump station run-time data may provide a more quantitative indication of the RDII for this location.

- RDII in both FM5 and FM7 appears to be minimal and would likely be difficult to locate.

Table 2 – Flow Monitoring Analysis for Rainfall Events

METER	TOTAL FLOW (MG)	AVERAGE WET-WEATHER FLOW RATE (MGD)	LOCAL METER SUB-BASIN RDII (MG)	PEAK WET-WEATHER FLOW RATE (MGD)	PEAKING FACTOR (PEAK WET-WEATHER FLOW / AVERAGE FLOW)	TOTAL RAINFALL DURING WET-WEATHER EVENT (in)
Event 1 (1/25-1/29)						
FM1	4.40	0.88	0.08	2.60	4.16	4.67
FM1A	0.46	0.09	0.02	0.74	1.47	4.67
FM2	2.83	0.57	0.11	2.40	5.85	4.67
FM3	0.70	0.14	0.05	0.53	3.46	4.67
FM4	1.97	0.39	0.12	1.29	3.76	4.67
FM5	0.92	0.18	0.02	0.87	4.62	4.67
FM6	0.28	0.06	0.04	0.49	13.18	4.67
FM7	0.47	0.09	0.03	0.44	3.00	4.67
Event 2 (2/11-2/14)						
FM1	3.62	0.90	0.07	2.74	4.39	3.93
FM1A	0.19	0.05	-0.03	0.54	1.07	3.93
FM2	2.11	0.53	0.15	1.95	4.75	3.93
FM3	0.82	0.21	0.11	1.01	6.66	3.93
FM4	1.25	0.31	0.14	1.13	3.32	3.93
FM5	0.34	0.09	-0.09	0.72	3.80	3.93
FM6	0.26	0.06	0.05	0.42	11.25	3.93
FM7	0.39	0.10	0.04	0.25	1.72	3.93
Event 3 (3/5-3/11)						
FM1	5.75	0.82	0.04	2.34	3.74	4.36
FM1A	0.73	0.10	0.03	0.59	1.17	4.36
FM2	3.75	0.54	0.11	1.82	4.45	4.36
FM3	1.01	0.14	0.05	0.35	2.31	4.36
FM4	2.52	0.36	0.11	1.09	3.17	4.36
FM5	1.10	0.16	0.03	0.64	3.38	4.36
FM6	0.29	0.04	0.03	0.32	8.56	4.36
FM7	0.52	0.07	0.01	0.28	1.93	4.36

The next item considered was how many times the flow monitor was surcharged. This is defined as times when the depth of the flow is above the crown of the pipe. This happens when either the flow is high enough that it is causing a surcharge or when backwater from downstream is preventing water from flowing out any faster and surcharging. Readings on flow and depth were recorded every 15 minutes during the study period. In all surcharges recorded, the surcharge depth was well less than the depth of the manhole, indicating that no flow was expelled from the system at these locations. Data on surcharge is presented in Table 3 below.

Table 3 –Level and Surcharge Comparison

METER	TOTAL READINGS	MAX LEVEL (in)	PIPE DIAMETER (in)	NUMBER OF SURCHARGES
FM1	6340	71.32	15	182
FM1A	5737	76.48	12	157
FM2	6340	44.57	15	23
FM3	6340	52.32	12	28
FM4	5890	10.72	12	0
FM5	6340	14.87	12	11
FM6	6340	10.91	8	4
FM7	6317	3.01	8	0

FM1 and FM1A both recorded the highest maximum levels and number of surcharges. This is not surprising, as they are both located in the floodplain of the Yellow River and the slope of the sewer pipe is expected to be at or near minimum slope. This is likely backwater from the Yellow River Interceptor limiting the flow in the pipe network in this area.

Surcharges at FM2 & FM3 are significantly less and also lower. These are still located in a floodplain area, but may not be influenced by the Yellow River Interceptor. Surcharge data like this tends to indicate that this line is operating at or near capacity during these rainfall events.

Interestingly, FM5 has 11 surcharge periods but FM4, which is immediately downstream and also on a 12-inch pipe, has none. FM5 or somewhere in that area may have some blockage or other limitation that is holding back some flow which is then attenuated and readily flows by FM4 without any surcharge. This could include foreign matter in the pipe creating a blockage, change in slope (flat section limiting flow), section with a smaller diameter pipe or other type of issue where flow is limited slightly.

Purchased Capacity

As delineated in the current *Service Delivery Strategy*, Oxford and Covington are the designated sewer providers to wastewater contributors in the Turkey Creek basin. As such, NCWSA has provided sewer capacity, under a contract, to Oxford, Oxford College, and Covington. There are no NCWSA

customers in the Turkey Creek basin. Based on information provided by NCWSA and Covington, the following table summarizes capacity contracts between these four entities for the Turkey Creek basin.

Table 4 – YRWRF Sewer Flow Contracts between Covington, Oxford, Oxford College and NCWSA

Purchased Capacity Owner	Total Capacity Purchased (gpd)†	Background / Documentation
Oxford College	85,000	1972 Contract for 750 Students 1998 Eng Report estimates the flow for 750 students at 85,000 gpd
City of Oxford	135,000	1984 Contract = 160,000 1995 Contract = -75,000 2004 Board Agreement = 50,000
City of Covington	753,500	1971 Contract = 228,500 1995 Contract = 75,000 2003 Contract = 500,000 2004 Board Agreement = -50,000

†There is a note in the Covington data of a 500,000 gpd purchase by NCWSA in the Covington WRF in 2005, but NCWSA states that this agreement was never consummated.

As shown in Table 4, the initial capacity agreements were established many years ago and have been amended from time to time through 2004. One component of the capacity allocation that is not contemplated in those agreements is how contributory flow is measured. The following variables are related to defining how contributory flow can be measured:

- Instantaneous vs. Average over a period
- Dry-weather vs. Wet-weather periods

Flow ranges for wastewater vary greatly based on diurnal patterns of usage. These diurnal patterns vary from community to community and are greatly influenced by the percentage of contributory flow from residential, commercial and industrial users. In the Turkey Creek sewershed, these diurnal patterns are further varied depending on the type of school session being held for Oxford College. It should also be considered that permitted flow to YRWRF is reported for monthly average and weekly max flows.

While there isn't a hard and fast rule to define what nominal amount of inflow and infiltration capacity should be consider during design of wastewater facilities, the *Ten States Standards for Wastewater Collection and Treatment Facilities* suggests that a peaking factor, contingent on the population served, of 2.0 - 4.2 should be used to size facilities for expected RDII. It is estimated that the Turkey Creek Outfall serves a population of approximately 5,000 which would correlate to a peaking factor of 3.3.

The data above shows that the peak and average flows and the dry-weather and wet-weather flows vary greatly with the measured flows at the majority of the locations exceeding the 3.3 peaking factor threshold. Even with exceeding the peaking factor threshold, without confirmation of how to measure flow in the capacity agreements, it is difficult to estimate what purchased capacity each entity has available in the YRWRF. Tables 5 and 6 provide a comparison of purchased capacity with peak and

average flow for dry-weather flow and wet-weather flow. The dry-weather flows used for the comparison are from the 2/23/2024 – 2/25/2023 period and the wet-weather flow is from Rain Event 3.

Table 5 – Capacity Allocation Comparison with Dry-Weather Flow

Purchased Capacity Owner	Total Purchased Capacity (MGD)	Dry-Weather Flow – 2/23 – 2/25				
		Calculation	Avg. Daily Flow (MGD)	Capacity Available (MGD) – Avg.	Peak Flow Rate (MGD)	Capacity Available (MGD) - Peak
Oxford College	0.085	FM7	0.06	0.025	0.14	-0.055
City of Oxford	0.135	FM4 – FM7	0.14	-0.005	0.27	-.013
City of Covington	0.7535	(FM1 + FM1A) – FM4	0.39	0.3635	0.70	0.0535

Table 6 – Capacity Allocation Comparison with Wet-Weather Flow

Purchased Capacity Owner	Total Purchased Capacity (MGD)	Wet-Weather Flow – Rain Event 3				
		Calculation	Avg. Daily Flow (MGD)	Capacity Available (MGD) – Avg.	Peak Flow Rate (MGD)	Capacity Available (MGD) - Peak
Oxford College	0.085	FM7	0.07	0.015	0.28	-0.195
City of Oxford	0.135	FM4 – FM7	0.29	-0.155	0.81	-.675
City of Covington	0.7535	(FM1 + FM1A) – FM4	0.56	0.1935	1.84	-1.0865

The tables show that during the monitoring period Oxford exceeds their purchased capacity allocation during dry and wet events with average and peak flows while Oxford College exceeds their capacity with peak flows during both the dry and wet-weather events. Covington exceeds their capacity when looking at the peak flow rate during the wet-weather event. It's important to note that Covington's peak exceedance is more than 25% of YRWRF's monthly average permitted flow.

Dried Indian Creek Basin

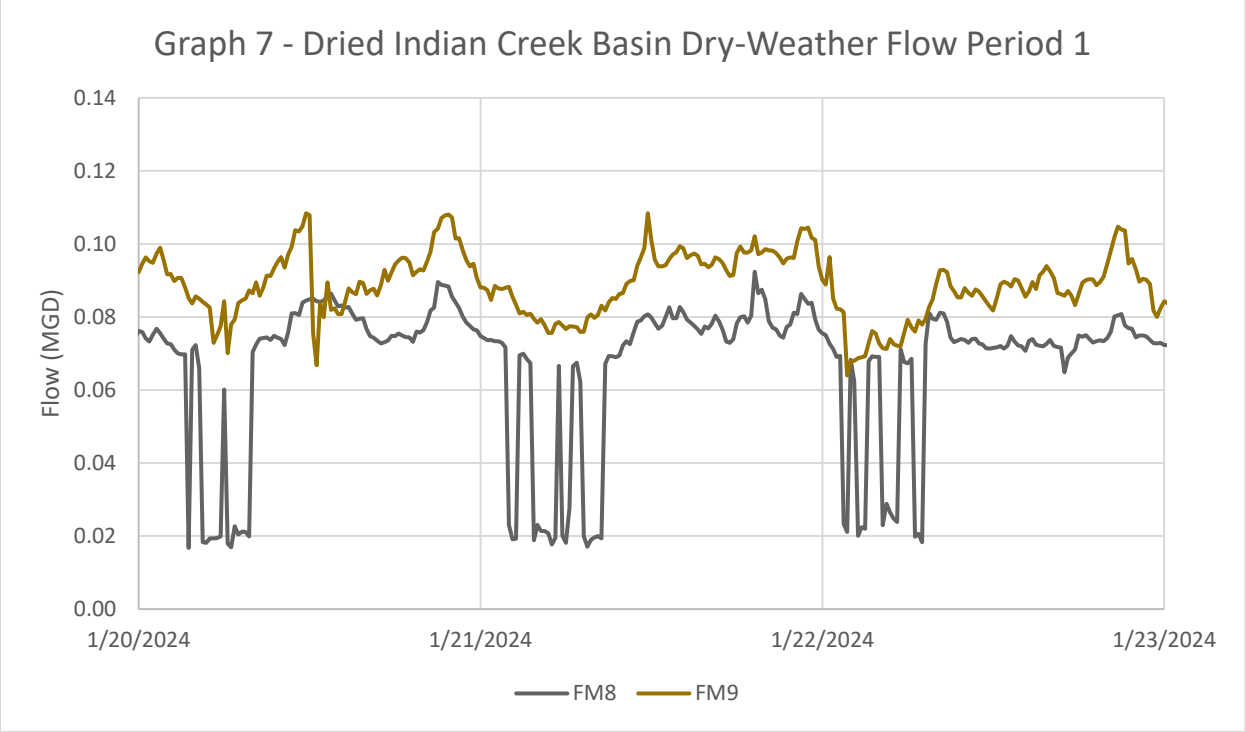
The Dried Indian Creek basin analysis was much simpler, as only 2 flow monitors were used to distinguish between Oxford and Covington's flows. It was unclear how far this basin may extend northward due to the significant age and limited coverage of the maps available.

Findings

The same dry-weather and wet-weather periods were used as the Turkey Creek basin analysis.

Dry-weather Analysis

The dry-weather flows are charted in Graphs 7 & 8 along with tabular details in Table 7. As seen in this data, FM9 maintained a flow of 20,000 gpd above FM8. There was little peaking during dry conditions and flows are well below half of the pipe diameter. The City of Covington staff indicated no connections should exist on their line from Keegan Court, so this 20,000 gpd differential is curious.



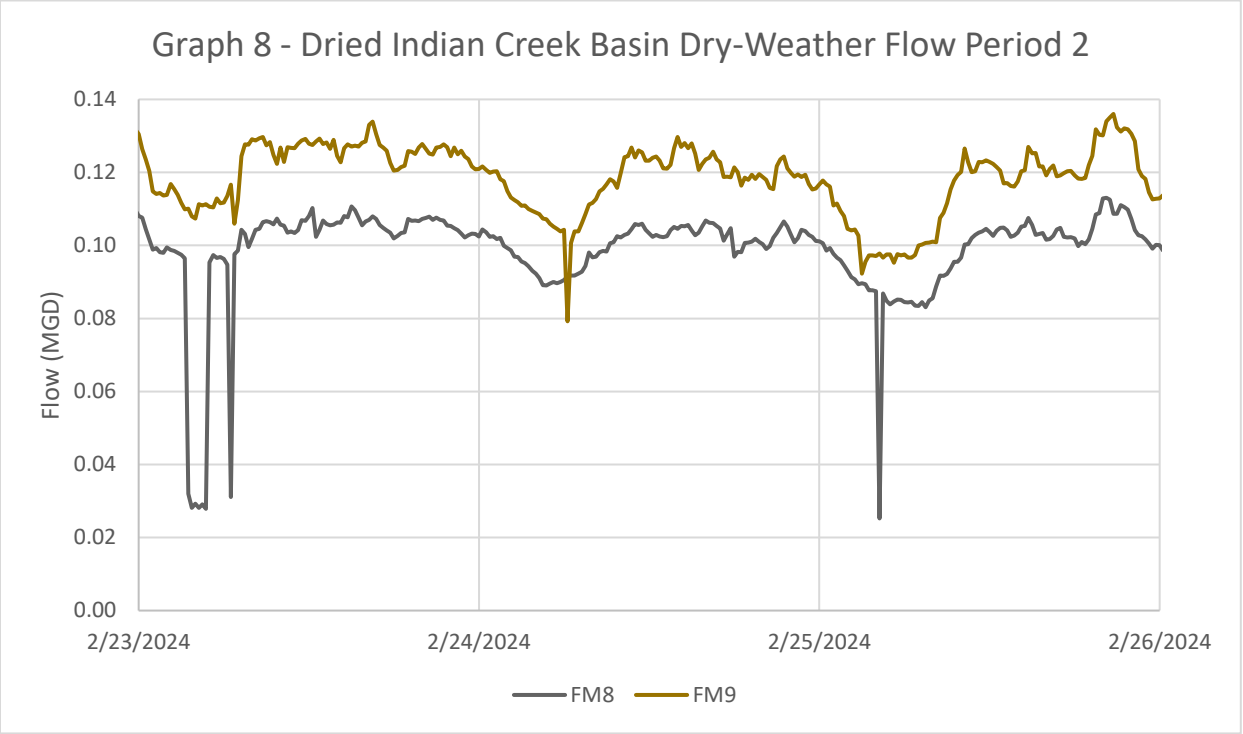


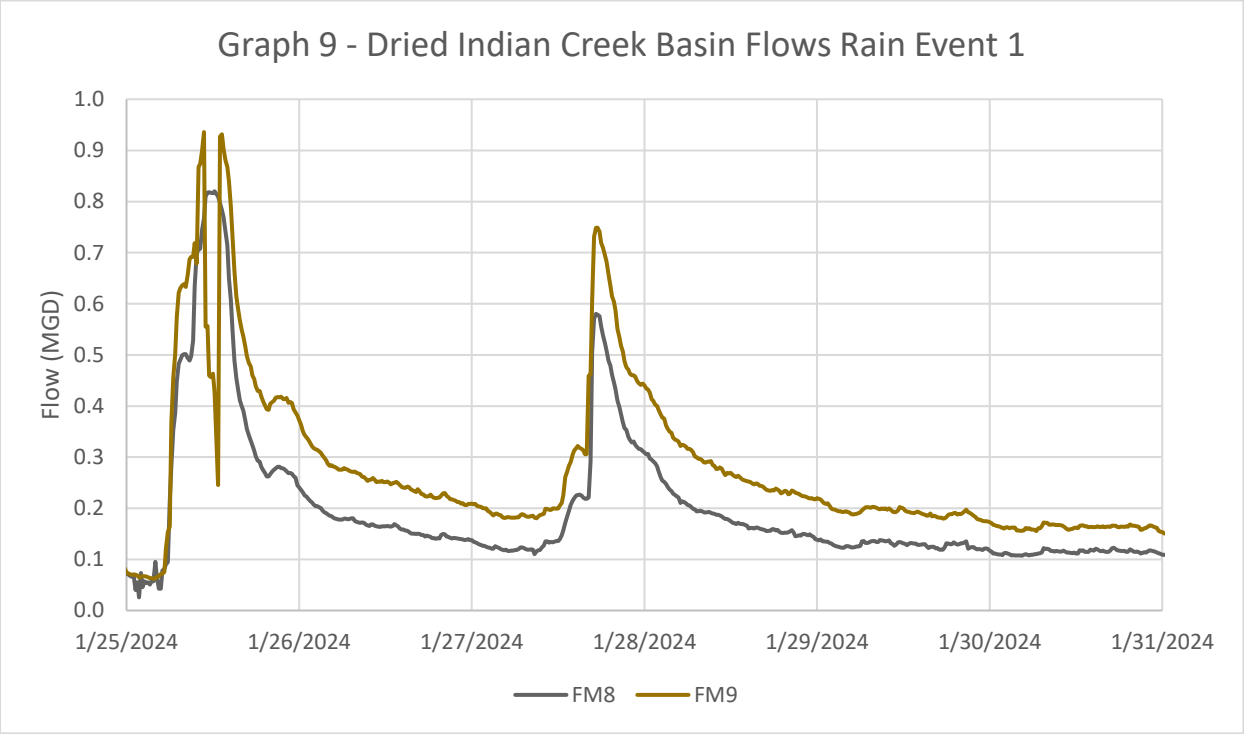
Table 7 – Observed Dry-weather Flows in Dried Indian Creek

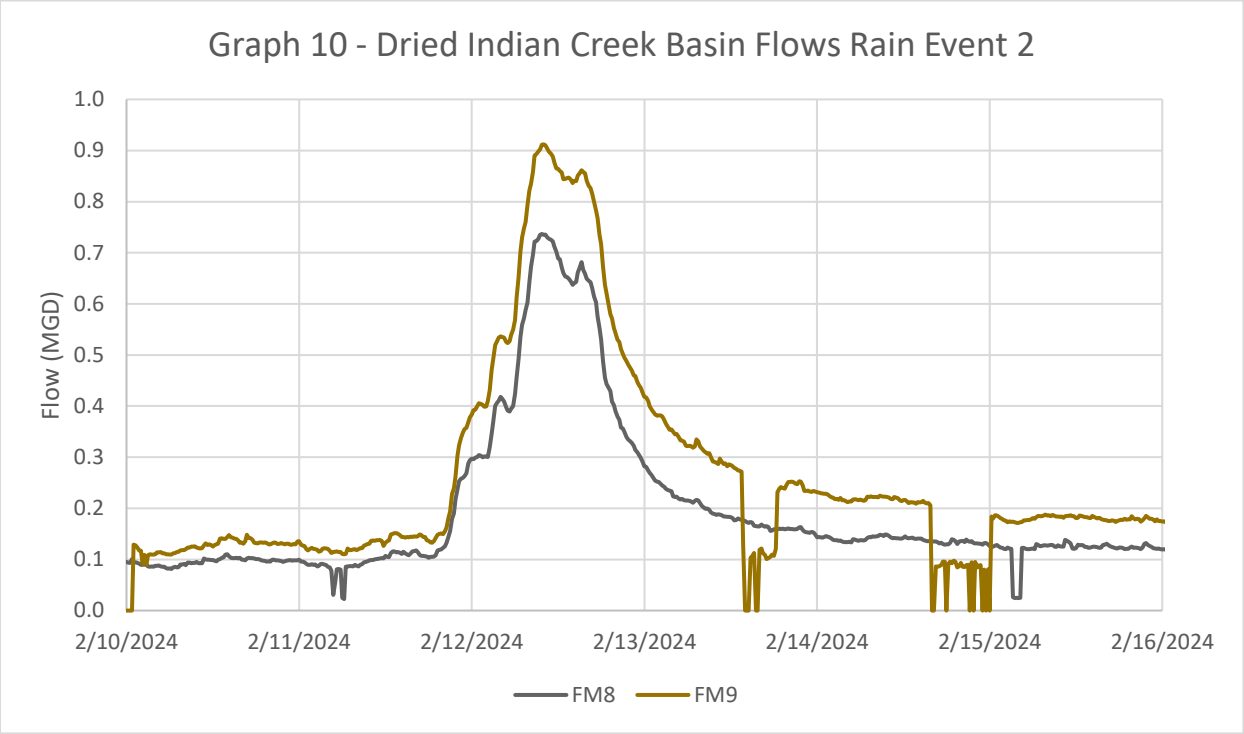
METER	PIPE DIAMETER (in)	MANHOLE DEPTH (in)	TOTAL FLOW (MG)	AVERAGE DAILY FLOW (MGD)	PEAK FLOW RATE (MGD)	MAX DEPTH (in)	ADF THIS SUB-BASIN ONLY (MGD)
1/20 – 1/22							
FM8	12	100	0.20	0.07	0.09	2.03	0.07
FM9	12	101	0.27	0.09	0.11	3.05	0.02
2/23 – 2/25							
FM8	12	100	0.30	0.10	0.11	1.75	0.10
FM9	12	101	0.36	0.12	0.14	3.34	0.02

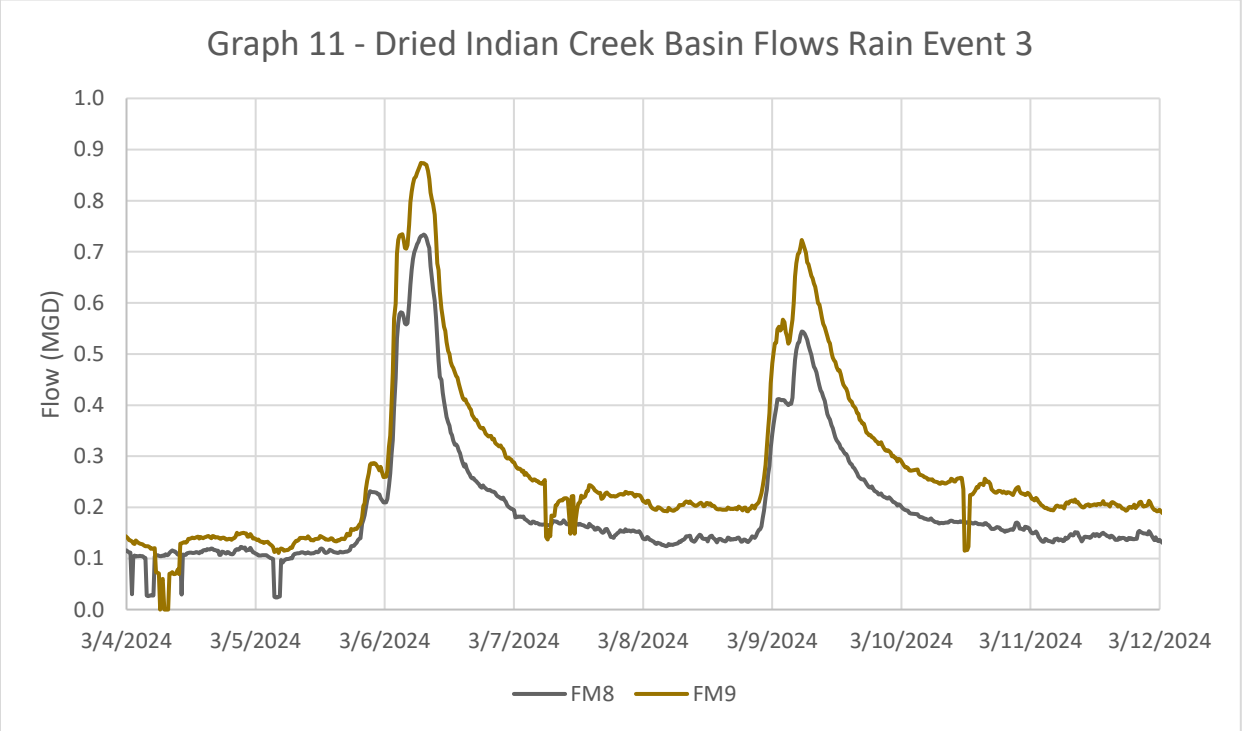
Wet-weather Analysis

Graphs 9, 10, & 11 present the flow rates of FM 8 & 9 in the three different rain events, respectively. All three graphs exhibit similar shapes with a steep peak representing rapid increase of flows from a direct inflow. The quick drop over the first few hours after the peak represents the ending of direct inflow and the gradual decline thereafter represents the gradual reduction of infiltration of groundwater.

Once again, the separation shows that some flow is entering the system between FM8 & FM9, which is expected to be in the Covington line serving Keegan Court and Aaron Drive, although this is curious as no customers are anticipated to be connected to this line.







Tabular data of the flow monitoring for the Dried Indian Creek basin is shown in Table 8, while manhole surcharges is shown in Table 9.

Table 8 – Flow Monitoring Analysis for Rainfall Events in Dried Indian Creek

METER	TOTAL FLOW (MG)	AVERAGE WET-WEATHER FLOW RATE (MGD)	LOCAL METER SUB-BASIN RDII (MG)	PEAK WET-WEATHER FLOW RATE (MGD)	PEAKING FACTOR (PEAK WET WEATHER FLOW / AVERAGE FLOW)	TOTAL RAINFALL DURING WET-WEATHER EVENT (in)
Event 1 (1/25-1/29)						
FM8	1.09	0.22	0.15	0.82	8.88	4.67
FM9	1.49	0.30	0.06	0.94	8.63	4.67
Event 2 (2/11-2/14)						
FM8	0.95	0.24	0.17	0.74	7.97	3.93
FM9	1.25	0.31	0.05	0.91	8.41	3.93
Event 3 (3/5-3/11)						
FM8	1.49	0.21	0.15	0.73	7.94	4.36
FM9	2.04	0.29	0.06	0.87	8.06	4.36

Table 9 –Level and Surcharge Comparison for Dried Indian Creek

METER	TOTAL READINGS	MAX LEVEL (in)	PIPE DIAMETER (in)	NUMBER OF SURCHARGES
FM8	6340	4.5	12	0
FM9	6339	8.7	12	0

The peaking factor and sub-basin RDII for the FM8 basin is significant, with RDII being over 100,000 gpd. However, there are no surcharges in either flow monitor and maximum depth in FM8 is well below half. Maximum depth in FM9 is nearly 75%, which is getting close to maximum allowable depth.

Purchased Capacity

Similar to the Turkey Creek sewer shed, the current *Service Delivery Strategy* defines Oxford as the primary sewer provider to existing wastewater contributors in the Dried Indian Creek basin, but there are two locations where Covington discharges flow into the line. Based on discussions with the operators, these flows are minimal. Similar to the agreements with NCWSA, Oxford has purchased capacity in Covington's wastewater system along with NCWSA (note that NCWSA's purchased capacity is for the Airport Road area and does not discharge to the Dried Indian Creek Basin). Both of these capacities are described below:

Table 10 – CWRF Sewer Flow Contracts between Oxford and Covington

Covington WRF		
Purchased Capacity Owner	**Total Capacity Purchased (gpd)†**	**Background / Documentation**
NCWSA	204,480	2009 Purchase = 204,480 (Airport Rd)
City of Oxford	93,000	1995 Contract = 75,000 2024 Purchase = 18,000

Neither of these agreements define how contributory flow should be measured and the same challenges with defining available capacity in the Turkey Creek Outfall exist in the Dried Indian Creek Outfall.

Table 11 – Capacity Allocation Comparison with Dry-Weather Flow

		Dry-Weather Flow – 2/23 – 2/25				
Purchased Capacity Owner	**Total Purchased Capacity (MGD)**	**Calculation**	**Avg. Daily Flow (MGD)**	**Capacity Available (MGD) – Avg.**	**Peak Flow Rate (MGD)**	**Capacity Available (MGD) - Peak**
City of Oxford	0.093	FM8	0.10	-0.007	0.11	-.017

Table 12 – Capacity Allocation Comparison with Wet-Weather Flow

		Wet-Weather Flow – Event 3				
Purchased Capacity Owner	**Total Purchased Capacity (MGD)**	**Calculation**	**Avg. Daily Flow (MGD)**	**Capacity Available (MGD) – Avg.**	**Peak Flow Rate (MGD)**	**Capacity Available (MGD) - Peak**
City of Oxford	0.093	FM8	0.21	-0.117	0.73	-.637

The tables show that during the monitoring period Oxford exceeds their purchased capacity allocation during dry and wet events with average and peak flows. It should also be noted that Oxford recently purchased 18,000 GPD of capacity from Covington for a development that is not currently online and, even with that increased "unused" capacity, flows from Oxford still exceed their allocation.

Recommendations

Because of the ambiguity in accessing current capacity utilized, it is recommended that the entities amend their existing agreements to establish how the capacity should be measured, who is responsible for maintenance/improvements to address RDII and strategies for collecting continuous flow measurement data to track capacity utilization and potential RDII. Additionally, based on the flow

monitoring data collected as part of this project and the evaluation of that data, the following recommendations are provided for each basin.

Turkey Creek Basin

Based on the RDII analysis and surcharge information, the first suggestion would be to complete reconnaissance from the Yellow Creek Interceptor, up and beyond FM5 to see if any manholes are missing lids or show obvious signs of direct inflow at the manhole joints. Following that, CCTV inspection and/or smoke testing of this area may yield some information on causes or sources of RDII. Since all of these flow monitor basins have small contributing basins and the main pipe is located in the floodplain, it would appear concentrating efforts on the main line may be most beneficial.

Capacity is always a question utility providers are attempting to quantify. While dry-weather capacity appears to be available, RDII and surcharges indicate that wet-weather is becoming the limiting factor to more flow being added to this line without RDII reduction being accomplished.

Dried Indian Creek Basin

While both the dry-weather and wet-weather flows are contained in the existing pipe network, RDII is becoming significant above FM8. While the RDII values between FM8 & 9 are minimal, this is still a concern as no additional flow is expected by Covington staff in this area and, as such, there may be a singular issue causing this that, when remedied, would yield significant benefit. Since the exact size of the pipe network upstream of FM8 is not clear, mapping or additional flow monitoring may be necessary to identify what portion of the system efforts should be focused on to yield benefits.

Carter & Sloope
CONSULTING ENGINEERS

May 31, 2024

Mr. Bill Andrew
City of Oxford
110 West Clark St
Oxford, GA 30054

RE: City of Oxford, Georgia
Lead and Copper Rule Service Line Inventory
C&S File No.: O9800.004

Dear Mr. Bill Andrew

The development of an initial service line inventory to meet the compliance requirements and October 16, 2024 deadline under the Lead and Copper Rule Long Term Revisions is a significant challenge facing all water utilities in the US. Carter & Sloope, Inc. (C&S or Engineer) has developed this Proposal for the referenced project (Project) to provide engineering services as described below to the City of Oxford (Client or City).

Background

In December of 2021, the US Environmental Protection Agency (EPA) Lead and Copper Rule Long-Term Revisions (LCRR) went into effect. The rule enacts several new compliance requirements for lead and copper contamination, and the foremost requirement is for water systems to develop an inventory of all water service lines, indicating service line location and material of both the public side and the private side. The initial inventory is due to the Environmental Protection Division on October 16, 2024.

The LCRR requires **all** water systems to develop a service line inventory, which, at a minimum, must include a historical records review to investigate service line material. Service lines can be classified as lead, non-lead, galvanized requiring replacement (GRR), or unknown material. There is no limit to how many service lines can be classified as unknown material; **however,** unknown-material service lines will be treated the same as lead service lines for a number of LCR mandates, including service line replacements and public notifications. The EPA also intends to modify the LCR further in 2024 and will likely enact more stringent requirements for lead service line replacements.

Additionally, within 30 days of submission of the initial inventory, all customers with service lines classified as lead, galvanized requiring replacement (GRR), or unknown material must be notified that they may have a service line that contains (or may contain) lead and the dangers of lead. As such, many water utilities have decided that they need to minimize the number of service lines classified as unknown during the initial inventory.

Carter & Sloope has developed a service line inventory solution based in ArcGIS Online to assist the Client with the inventory submittal. C&S will first create a base map that includes points representing

every service line in the public water system and incorporate tax assessor data to make determinations on service line materials based on building age. Then, C&S will set the inventory up for data input related to the historical records research. This will serve as a tool to enable the Client to complete their inventory as service line information is encountered day-to-day.

Each water utility will also be required to submit annual updates of their service line inventory to Georgia EPD until all service lines have been classified as non-lead.

Lead and Copper Rule Improvements

In December 2023, EPA released the draft version of the Lead and Copper Rule Improvements (LCRI). The LCRI changes some aspects of the Lead and Copper Rule Revisions and tightens compliance requirements. The following is a brief outline of the changes:

- All water systems will have to replace **all** lead and galvanized-requiring-replacement service lines within 10 years of the LCRI compliance date regardless of lead sampling results. It is anticipated the compliance date will be in 2027.
- The Service Line Inventory will have to include connector materials (i.e. lead goosenecks) by the compliance date.
- Water systems will be required to perform routine field-verification of service line materials that were determined through a historical records review in their Service Line Inventory. This will be done by taking a random, representative sample of the system, rather than requiring field verification of every service line.
- The Trigger Level introduced in the LCRR has been removed. There is now just the Action Level, which has been reduced to 10 micrograms/Liter for lead.
- The deadline for the Lead Service Line Replacement Plan has been extended to the LCRI compliance date.
- Sampling requirements have changed. Water systems must now take the 1st and 5th liter samples and take the highest value. Routine sampling frequency is now semi-annually. Water systems can apply for reduced sampling based off sampling results and can be reduced to annual or triennial sampling. The sampling tiers have also changed.
- The population threshold for small-system compliance has been reduced from 10,000 to 3,300.

Additionally, there are proposed changes to public notification requirements, corrosion control treatment practices, water quality parameter monitoring, and more. This is still in the draft stage, and more guidance from EPA and EPD is expected. C&S's plan is to proceed as-is with the LCRR compliance while keeping the proposed LCRI changes in consideration. Additional work required by the LCRI will be addressed after further guidance from EPA/EPD is received.

GIS Solution

Due to the broad scope and ambiguity of the Lead and Copper Rule compliance requirements, there are different approaches to completing the Service Line Inventory. We recommend the GIS approach over other approaches for several reasons:

- **Centralized and Secure Data** – A single, authoritative version of the inventory data, residing in the cloud, insures everyone is referencing the same dataset, whether in the office or field.
- **Maps Are More Intuitive** – Using meter locations symbolized by service line status, you can see service line status relative to others, geographically, helping to focus verification efforts in specific areas.
- **Verify Service Line Data in the Field** – Using a mobile phone or tablet, you can easily update service line information with your observations and add photo attachments, based on your current location.
- **Monitor/Manage** – Purpose-built maps and dashboards quickly demonstrate inventory progress.
- **Export to EPD Inventory Template** – Export the service line inventory to a CSV file compatible with GA EPD inventory spreadsheet, suitable to submit, at any time.
- **Preparation for Future LCR Requirements** – The Service Line Inventory has to be updated every year, and there is an additional inventory requirement proposed in 2027. The GIS solution maintains data integrity and allows for easy updating. A spreadsheet approach would have to be checked/updated line by line every time something changes.
- **Foundation for Asset Management** – Every water system with a population of 3,300 or more has to submit an asset management plan to EPD at the next drinking water permit renewal. A GIS inventory of existing infrastructure is an excellent first step into asset management.

Scope of Work (Basic Services)

C&S offers this scope of work, consisting of four tasks:

Task 1 – Inventory Development
Task 2 – Funding Administration
Task 3 – Historical Records Review
Task 4 – Ongoing Inventory Support

The completion of Tasks 1-3 will satisfy the initial service line inventory requirement and assist the Client in applying for funding. We envision Tasks 1-3 being complete by August 2024. The Client will then be able to use the GIS application to input local knowledge. If the Client decides Field Investigations are necessary and would like assistance with procuring field investigations from a third party, C&S will be happy to furnish another agreement for those services. In October 2024, but before the deadline, if the Client would like C&S to submit the inventory to EPD, we will be happy to do that under Task 4.

Task 1 – Inventory Development

Carter & Sloope will create a GIS-based inventory of the Client's potable water service lines using a combination of parcel tax data and billing data provided by the Client. C&S will endeavor to create a point in ArcGIS that represents every water meter location; however, it is our experience that after ~90-95% of the meter locations are imported, there are diminishing returns in reconciling addresses between the billing data and tax parcel data. C&S will deliver the inventory to the Client so the Client can use their institutional knowledge of the water system to finalize this step of the inventory. This

provides a geographical representation of the locations of the service lines, as well as the material classification and a dashboard for the Client to quickly identify the status of the inventory process.

After this step is complete, if available, tax assessor data will be incorporated to assign a predicted installation date for each service line. This allows us to classify service lines associated with structure year built dates of 1990 and newer as non-lead, and we typically find this accounts for 25-35% of the service lines in most systems. Following completion of this, C&S will provide one day of on-site training for client staff on the use of the inventory system.

As mentioned, C&S will coordinate with the Client to modify the inventory to facilitate data input from a historical records review and/or field investigations. An initial investigation will be performed to determine what documentation will assist with determining service line materials, and C&S will provide guidance for what documentation should be investigated.

Task 2 – Funding Administration

The Bipartisan Infrastructure Law allocates millions of dollars per year for five years to the State of Georgia for Lead and Copper Rule Revisions compliance projects. This funding will be distributed through the Drinking Water State Revolving Funds (DWSRF) administered through the Georgia Environmental Finance Authority (GEFA). At the request of the City, Carter & Sloope applied for grant and loan funding by submitting a Pre-Application on behalf of the City of Oxford for the FY 2022 DWSRF Lead Service Line Replacement funding.

The City was placed on the FY 2022 Intended Use Plan and allocated **$73,900** in grant funding and **$226,100** in loan funding with 65% Principal Forgiveness (**$146,965)**. At the request of the City, Carter & Sloope submitted full grant and loan funding applications to secure this funding. The grant funding agreement was received and executed by the City. The loan funding application is still being processed, and GEFA has asked for more information before the agreement can be created. C&S will assist the Client with identifying and submitting the information requested to GEFA. Once the loan funding agreement is created, C&S will assist with the execution of the agreement. Any additional Funding Administration services can be furnished as an Additional Service. The Client will be consulted before any commitments are made to pursue loan funding.

The grant funding is sufficient to cover expenses related to what is strictly necessary to be compliant with the LCRR by the October 16, 2024 deadline. This funding can be used to pay for:

- Engineering fees, including funding administration.
- Relevant equipment purchase (50% restriction applies; examples include: GIS licenses, data collectors, potholing equipment, etc.).
- Expenses related to field-investigating (i.e. potholing) service lines.
- Expenses related to customer notifications and non-routine tap sampling.
- Additional engineering services for other LCRR expenses (i.e. Lead Service Line Replacement Plan, lead connectors investigations).

The loan funding can be used for all of the above purposes, in addition to lead/galvanized service line replacements.

Task 3 – Historical Records Review

The EPA requires water systems to investigate the following records if available:

- Previous materials evaluation
- Building codes, plumbing codes, and permits
- Water system records – Distribution system map, tap cards/drill records, meter installation records, etc.
- Maintenance and inspection records
- Additional state requirements if applicable

Carter & Sloope will assist with reviewing records, extracting useful data, making determinations on service line materials, and updating the service line inventory in ArcGIS. Since the time/effort for this task is largely dependent on the availability of data and the Client's involvement, only actual time spent on this task will be billed, and the Client will be notified if the time spent meets the not-to-exceed amount before additional work is completed. C&S has budgeted 32 labor-hours for this task.

Task 4 – Ongoing Inventory Support

Following the delivery and training on the ArcGIS service line inventory solution, C&S will continue to support the client on an hourly, as-needed basis for follow-up training, support, planning and submittal of the initial inventory. We can also assist with monitoring of progress with the inventory and help strategize processes to complete as much of the inventory as the Client desires, if requested. Furthermore, C&S can develop additional custom maps and web applications to aid with the service line inventory as the Client identifies needs.

Additional Services

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project or its requirements including, but not limited to, changes in size, complexity, schedule, and revising previously accepted reports, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
b. Services required because of Owner providing incomplete or incorrect Project information to Engineer.
c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
d. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
e. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
f. Assistance with funding alternatives including, but not limited to, preparing loan and/or grant funding applications, grant writing, engineering reports to support funding applications, rates studies, etc. unless specifically included in the Basic Services.
g. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;

h. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
i. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

Hourly Fee Schedule

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

Description	Hourly Billing Rate
Principal I – IV	$ 190 - $ 280
Senior Professional Engineer I – VI	$ 165 - $ 255
Staff Engineer - Project Engineer I - VI	$ 95 - $ 155
Project Manager I – IX	$ 130 - $ 210
Engineering Technician I - VI	$ 125 - $ 175
Design Technician I – VII	$ 80 - $ 140
GIS Technician I – II	$ 80 - $ 90
Administrative Support I – VI	$ 60 - $ 110
Funding Specialist I - IV	$ 75 - $ 155
Construction Observer I - VIII	$ 75 - $ 155
Surveyor (1-person)	$ 105
Surveyor (2-person)	$ 165

Carter & Sloope reserves the right to adjust the Hourly Fee Schedule annually beginning July 1, 2024 and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum and hourly, not-to-be exceeded amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Client.

Task No.	Description	Fee Basis
1	Inventory Development	Lump Sum: $ 19,700
2	Funding Administration	Lump Sum: $ 4,500
3	Historical Records Review	Hourly, not-to-exceed: $ 3,700
4	Ongoing Inventory Support	Hourly, not-to-exceed: $ 4,500
		Total of Items 1 – 4 Inclusive: **$32,400**

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,

Martin C. Boyd

Martin C. Boyd, P.E.

MCB:ies

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work as described in this agreement.

_____ _____

Signature Date

_____

Title

TERMS AND CONDITIONS

The Client herby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Method and Terms of Payment: Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due within 30 days of receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The Client waives any and all claims against the Engineer for any such suspension. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.

    A. *Collection Costs:* If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.

    B. *Set-offs, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

    C. *Disputed Invoices:* If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.

    D. *Legislative Action:* If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.

2. Suspension: The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. Termination: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

   The obligation to provide further services under this Agreement may be terminated as follows:

   A. *For Cause:* Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.

      1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
      2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
      3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
      4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
      5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.

   B. *For Convenience*: Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.

4. Changes. The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.

5. Personnel: The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

6. Reports and Information. The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words "certify" and/or "certification" shall mean an expression of the Engineering Consultant's professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.

8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.

10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.

11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer's documents without first obtaining Engineer's prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.

12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent. No third-party may rely upon Engineer's documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer's reasonable opinion, would be contrary to the Engineer's professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Opinions or Estimates of Costs. If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.

16. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or $50,000, whichever is greater.** In no event shall the limit exceed the insurance amount. This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

17. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:

a)	Worker's Compensation	Statutory amount where services are performed
b)	Automobile	$1,000,000 combined single limit
c)	General Liability	$1,000,000 per occurrence / $2,000,000 General Aggregate
d)	Professional Liability	$1,000,000 per claim and aggregate
e)	Excess Umbrella	$5,000,000 on "b" & "c"

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

18. Indemnification.

A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.

B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

19. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

20. Subrogation. The Client and the Engineer agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction mangers, Clients' representatives, employees, director, officers, agents, assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits (collectively "Damages") covered by any insurance applicable to the Project or the site upon which the Project is located. The Client and the Engineer hereby warrant and represent that they will require all of their contractors, subcontractors, consultants, subconsultants, construction mangers, Clients' representatives, employees, director, officers, agents, and assigns to waive subrogation against each other, the Client and the Engineer and any of their contractors, subcontractors, consultants, subconsultants, construction mangers, Clients' representatives, employees, director, officers, agents, and assigns for any and all Damages covered by any insurance applicable to the Project or the site upon which the Project is located. The provisions of this waiver apply regardless of whether the loss occurs or the damages are sustained during construction or after the project is completed. The intent of this provision is to obtain the broadest waiver of subrogation possible.

21. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

	GEFA	Oxford
Grant Funding	**$ 73,900**	
Engineering Fees:	$ 32,400	
Licenses & Tablets:	$ 2,500	$ 2,500
Customer Notifications:	$ 3,000	
Field Investigations:	$ 36,000	

Loan Funding **$ 226,100** (65% Principal Forgiveness)

Loan Funding should be enough to cover field investigations for entire system. Remaining funds can be used for lead/galvanized service line replacements.

Action Items:

- Submit additional information to GEFA
- Complete Desktop Analysis
- Furnish field investgiations

RFI's:

- GEFA information
- Who will be the Inventory Manager?
- Billing data
- Accept loan funding?

ARTICLE II. TREES, PARKS AND RECREATION BOARD

Sec. 38-33. Creation and establishment.

There is hereby created and established a City Trees, Parks, and Recreation Board for the City which shall consist of seven members, a minimum of five members who shall be citizens and residents of this City, and up to two members who may be non-residents who own property within the City, all who shall be appointed by the Mayor with the approval of the City Council.

The Trees, Parks, and Recreation Board may include as non-voting participants in its meetings persons who are not residents of the City, but whose knowledge or experience will contribute to the work of the Trees, Parks, and Recreation Board. The immediate past chairperson of the Trees, Parks. and Recreation Board shall serve as a non-voting, ex-officio member of the Board for one year following his tenure.

(Ord. of 12-5-2011(06), § 1(39-102); Ord. of 12-16-2013, § 1)

Sec. 38-34. Term of office; vacancies.

Each member of the Trees, Parks and Recreation Board shall serve for a three year term and may succeed themselves for unlimited terms. The chairperson of the Trees, Parks and Recreation Board shall be selected annually by board members. In the event that a vacancy occurs during the term of any member, his successor shall be appointed by the Mayor and City Council to serve for the unexpired portion of the term. Should any member fail to perform his duties as a member of the Trees, Parks and Recreation Board, the majority of members of the Trees, Parks and Recreation Board may recommend that a replacement member be appointed.

(Ord. of 12-5-2011(06), § 1(39-103))

Sec. 38-35. Compensation.

Members of the Trees, Parks and Recreation Board shall serve without compensation, but may be reimbursed by the City for any pre-approved expenses incurred in connection with their responsibilities.

(Ord. of 12-5-2011(06), § 1(39-104))

Sec. 38-36. Duties and responsibilities.

(a) It shall be the responsibility of the Trees, Parks and Recreation Board to study, investigate, and counsel the City concerning street trees, parks, trails, and gardens in the City.

(b) The Trees, Parks and Recreation Board shall also develop or update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or distribution of trees and shrubs along streets and in other public areas such as parks, trails, gardens, and plantings around City buildings and facilities. Such plan will be presented annually to the City Council, and upon their acceptance and approval shall constitute the annual City tree plan.

(c) The Trees, Parks and Recreation Board, when requested by the City Council, shall consider, investigate, make findings, report and recommend upon any special matter of question coming within the scope of its work.

(Ord. of 12-5-2011(06), § 1(39-105))

Sec. 38-37. Officers, rules, quorum, and record of proceedings.

The Trees, Parks and Recreation Board shall choose its own officers, make its own rules and regulations, and keep a record of its proceedings. A majority of the members shall constitute a quorum for the transaction of business.

(Ord. of 12-5-2011(06), § 1(39-106))

Sec. 38-38. Review by City Council.

Any person may appeal any recommendation of the City Trees, Parks and Recreation Board to the City Council that may hear the matter and make a final decision.

(Ord. of 12-5-2011(06), § 1(39-119))

Secs. 38-39—38-44. Reserved.