



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
ORGANIZATIONAL MEETING AND REGULAR SESSION  
MONDAY, JANUARY 3, 2022 – 7:00 PM  
Via Teleconference**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Jeff Wearing – Councilmember  
Laura McCanless – Councilmember  
Avis Williams – Councilmember  
Jim Windham – Councilmember

**APPOINTED/STAFF PRESENT:**

Bill Andrew – City Manager  
Marcia Brooks – City Clerk/Treasurer  
C. David Strickland – City Attorney  
Cheryl Freeman – Municipal Solicitor

**ELECTED OFFICIALS ABSENT:**

Lynn Bohanan – Councilmember

**OTHERS PRESENT:** Mike Ready, Mark Anglin, Laura Gafnea (Oxford College), Mary Glenn Landt, Art Vinson, Kevin Wilhite (Oxford Baptist Church)

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. Invocation – Rev. Kevin Wilhite, Oxford Baptist Church

**Organizational Meeting**

Marcia Brooks, City Clerk, administered the Oath of Office to C. David Strickland, City Attorney.

C. David Strickland administered the Oath of Office to Mayor David S. Eady and Councilmembers George Holt, Jeff Wearing, Laura McCanless, Jim Windham, and Mike Ready.

C. David Strickland administered the Oath of Office to Cheryl Freeman, Municipal Court Solicitor, and Marcia Brooks, City Clerk/Treasurer.

**Jeff Wearing made a motion to approve the appointment of Mark Anglin as Chief of Police. Laura McCanless seconded the motion. The motion was approved unanimously (6/0).**

C. David Strickland administered the Oath of Office to Mark Anglin, Chief of Police.

3. Pledge of Allegiance

4. **Jim Windham made a motion to amend the agenda for the January 3, 2022 Mayor and Council Regular Meeting to add an item for appointment of a new member to the Planning Commission. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).** (Attachment A)

**Laura McCanless made a motion to approve the amended Consent Agenda. Mike Ready seconded the motion. The motion was approved unanimously (6/0).**

**Laura McCanless made a motion to nominate Mary Glenn Landt to the Oxford Planning Commission. George Holt seconded the motion. The motion was approved unanimously (6/0).**

5. **Laura McCanless made a motion to accept the Consent Agenda. Mike Ready seconded the motion. The motion was approved unanimously (6/0).** (Attachment B)

6. Mayor's Announcements  
None

7. **Mayor Pro-Tem for 2022**  
**Gorge Holt made a motion to nominate Mike Ready as Mayor Pro Tem for 2022. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**

8. **Citizen Concerns**  
None.

9. **Consider a Final Plat for the Minor Subdivision of 202 Fletcher Street** (Attachment C)  
Lynn Bohanan has requested approval for a minor subdivision of 202 Fletcher Street. The Oxford Planning Commission recommends approval of the request.

Mike Ready stated that when the issue came up in the Planning Commission meeting, he recused himself because he knew he would be voting in tonight's meeting.

**George Holt made a motion to approve the final plat for the minor subdivision of 202 Fletcher Street. Mike Ready seconded the motion. The motion was approved unanimously (6/0).**

10. **Contract with Carter & Sloope Consulting Engineers for the CDBG Water Line Replacement Project** (Attachment D)

Carter & Sloope assisted the City of Oxford with the application for this project. The present contract is for performance of all engineering responsibilities associated with completion of the project. Staff recommends approval of the contract.

**Mike Ready made a motion to approve the contract with Carter & Sloope Engineers for the CDBG Water Line Replacement Project. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**

11. **GDOT Local Maintenance Improvement Grant (LMIG) Application** (Attachment E)  
The City of Oxford recently signed an agreement for completion of a paving analysis. Staff recommends setting aside this year's LMIG grant to combine it with next year's grant to perform

roadwork based on the priorities identified in the paving analysis. East Richardson Street will be listed as the next work to be performed on the application. The road(s) actually paved may change depending on the results of the paving analysis.

**Laura McCanless made a motion to approve the LMIG application. Mike Ready seconded the motion. The motion was approved unanimously (6/0).**

12. **Invoices** (Attachment F)

Mary Glenn Landt asked what property was purchased by the City. Mayor Eady stated it is the property behind Palmer Stone Elementary.

George Holt asked if Rayford Tree Care is who the City is using for pruning trees near electric lines now. Bill Andrew stated this was work performed during the Christmas break on the campus of Oxford College at the request of Beryl Budd. There had been some damage to vehicles necessitating this work. Mr. Budd obtained two bids and wanted an arborist available to ensure the trees were not damaged.

Mr. Holt asked what was done with the old rifles when new ones were purchased for the Police Department. Mr. Andrew stated that they were sold to a local purchaser by Chief Harvey. Mr. Holt asked if bids were received. Mr. Andrew stated he does not think bids can be obtained for firearms.

Mr. Windham requested that the sign for the Farmers Market be used as a jumping off point for coming up with a sign identity for the City of Oxford. He would like this topic added to the January Work Session agenda.

13. **Executive Session**

**Jim Windham made a motion to enter Executive Session at 7:27 p.m. to discuss personnel and real estate matters. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**

14. **Adjourn**

**Jim Windham made a motion to adjourn at 8:06 p.m. Laura McCanless seconded the motion. The motion was approved unanimously (6/0).**

Respectfully Submitted,



Marcia Brooks  
City Clerk/Treasurer

**OXFORD MAYOR AND COUNCIL  
REGULAR SESSION AND ORGANIZATIONAL MEETING  
MONDAY, JANUARY 3, 2022 – 7:00 P.M.  
VIA TELECONFERENCE  
A G E N D A**

1. Call to Order, Mayor David S. Eady
2. Invocation
3. Organizational Meeting – C. David Strickland presiding.
  - a. Oath of Office for Mayor and Councilmembers continuing to serve:
    - i. David S. Eady – Mayor
    - ii. Lynn Bohanan – Post 1
    - iii. George Holt – Post 2
    - iv. Laura McCanless – Post 3
  - b. Oath of Office for Councilmembers elected in 2021:
    - i. Mike Ready – Post 4
    - ii. Jim Windham – Post 5
    - iii. Jeff Wearing – Post 6
4. Motion to accept the Agenda for the January 3, 2022 Mayor and Council Regular Meeting.
5. **CONSENT AGENDA**
  - a. \* Minutes of the Public Hearing December 6, 2021
  - b. \* Minutes of the Regular Session December 6, 2021
  - c. \* Minutes of the Special Called Session December 15, 2021
  - d. \* Minutes of the Special Called Session December 20, 2021
  - e. \* Minutes of the Work Session November 15, 2021 (Revised)
6. Mayor’s Report – Council Approval and Oath of Office for Special Committees:
  - a. Continuing to Serve:
    - i. C. David Strickland, PC – City Attorney
    - ii. Cheryl Freeman – Municipal Solicitor
    - iii. Marcia Brooks – City Clerk/Treasurer
  - b. Appointment:
    - i. Mark Anglin – Chief of Police
7. **\*Mayor Pro-Tem for 2022** – We will need to appoint a new Mayor Pro-Tem for 2022. The list of mayors pro-tem from the past 16 years is attached.

8. Citizen Concerns

9. **\*Consider a Final Plat for the Minor Subdivision of 202 Fletcher Street** – On December 14, 2021, the Oxford Planning Commission voted to recommend the Mayor and Council the consideration of approving a minor subdivision for 202 Fletcher Street.

Sec. 30-50(g) of the Official City of Oxford Code of Ordinances states:

Action on the final plat. Not more than 30 days after the recommendation from the Planning Commission, the Mayor and City Council may take any one of the following actions: (1) Issue a certificate of approval for recording; (2) Approve the plat conditionally with the conditions of approval noted on the plat or attached thereto; or (3) Disapprove the plat or any portion thereof in which case the City Clerk shall notify the subdivider in writing, stating the reasons therefor.

10. **\*Contract with Carter & Sloope Consulting Engineers for the CDBG Water Line Replacement Project** – This contract will cover the Final Design, Permitting Assistance, Bidding Supervision, Construction Contract Administration, Construction Observation, and any necessary Preliminary or Permanent Easement Drawings.

11. **\*GDOT Local Maintenance Improvement Grant (LMIG) Application** – The City will be applying to GDOT to set aside this year's \$27,768.57 allocation of LMIG funds so we may apply them to the FY 2023 budget when we will have the Road Assessment finished. GDOT allows a set aside for up to 3 years to allow a larger allocation of funds to garner a more efficient bid. The City will be identifying E. Richardson Street as the next road to be repaved.

12. **\*Invoices** – Council will review the city's recently paid invoices over \$1,000

13. **Executive Session**

14. Adjourn

\*Attachments

**The City of Oxford**  
**CDBG Post-Award Public Hearing**  
**Project # 21p-x-107-2-6227**

**December 6, 2021 at 6:30pm**

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**AGENDA**

- I. Introduction and Background of Community Development Block Grant and National Objects of the program.
  - i. Handout of U.S. HUD Fair Housing: Equal Opportunity for All packet and flyer
- II. Review of awarded CDBG funds and description of grant activities
- III. Review of the project budget including amount of funds available for each activity and the amount of funds that will benefit low- to moderate-income persons.
- IV. Project compliance with Fair Housing laws and the City's plan to further fair housing.
- V. Project compliance with Section 3 provision of the Housing and Development Act of 1968.
- VI. Disclosure of no potential Conflict of Interest identified during project planning
- VII. Questions/Public Comment
- VIII. Adjournment

**The City of Oxford**  
**CDBG Post-Award Public Hearing**  
**Project # 21p-x-107-2-6227**

**December 6, 2021 at 6:30pm**

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**MINUTES**

Attending:

Mayor David Eady, City Councilmembers Jim Windham, George Holt, Jeff Wearing, Avis Williams, Laura McCanless, Lynn Bohanan, City Manager Bill Andrew, City Clerk/Treasurer Marcia Brooks, Utilities/Maintenance Supervisor Jody Reid, Mike Ready, Stuart Swinea (Northeast Georgia Regional Commission).

On October 21, 2021, the City was awarded \$750,000 by the Georgia Department of Community Affairs for the purpose of replacing the water lines in the western portion City of Oxford located at Oxford Road, Perry Circle, Keel Street, Cat's Paw Court, and Beakhead Court.

The project involves the replacement of an aging PVC water main that serves 74 households. The original line was improperly embedded with gravel directly against the PVC main. The water main is experiencing damage resulting from the quantity of rocks directly against inground pipes combined with the age of the pipes.

The Community Development Block Grant Program is funded under the Housing and Community Development Act of 1974, and is administered by the Georgia Department of Community Affairs (DCA).

The primary objective of the Housing and Community Development Act is the development of viable communities through the improvement of living conditions and the expansion of economic opportunities in cities and counties, principally for persons of low- and moderate-income.

The program addresses three National Objectives:

- Benefit to low and moderate income persons;
- Aid in the prevention or elimination of slums or blight; and
- Meeting community development needs having a particular urgency.

CDBG funding will be used to replace the water lines in the western portion of the City of Oxford. The target area, located in West Oxford, includes Oxford Road, Perry Circle, Keel Street, Cat's Paw Court, and Beakhead Court. This improvement in water infrastructure is crucial to the provision of essential services to the residents of Oxford.

Low- and moderate-income persons are individuals or members of a family having an income equal to or less than the Section 8 low-income limit established by HUD. That is, those families

at 80-percent or less of Area Median Income (AMI). HUD updates income limits by household size and publishes them on their website on a yearly basis.

CDBG funds are designated for the Following:

Description	Budget
Public Facilities	\$750,000.00

No persons will be displaced as a result of the project. Any property needed to successfully complete this project will be acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

The City of Oxford, in agreeing to accept CDBG funds, certifies that it will “affirmatively further fair housing.” **A fair housing flyer and packet are provided here for all public hearing participants and copies may be obtained from the The City of Oxford Clerk’s office upon request.**

Title VI of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

The City of Oxford will comply with all Davis-Bacon Compliance Regulations as part of this project. The Davis–Bacon Act of 1931 is a United States federal law which established the requirement for paying prevailing wages on public works projects. All federal government construction contracts, and most contracts for federally assisted construction over \$2,000, must include provisions for paying workers on-site no less than the locally prevailing wages and benefits paid on similar projects.

The City of Oxford will also comply with the Section 3 provision of the Housing and Development Act of 1968 as part of this project. Section 3 provides that to the greatest extent feasible, training and employment opportunities shall be made available to lower income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.

The City of Oxford will also comply with all requirements of the Georgia State Minimum Standard Codes for Construction.

*Submitted by:  
Stuart Swinea  
Project Specialist  
Northeast Georgia Regional Commission*





**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION  
MONDAY, DECEMBER 6, 2021 – 7:00 PM  
Via Teleconference  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Lynn Bohanan – Councilmember  
Jeff Wearing – Councilmember  
Laura McCanless – Councilmember  
Avis Williams – Councilmember  
Jim Windham – Councilmember

**APPOINTED/STAFF PRESENT:**

Bill Andrew – City Manager  
Marcia Brooks – City Clerk/Treasurer  
Jody Reid – Utilities/Maintenance Supervisor  
C. David Strickland – City Attorney

**OTHERS PRESENT:** Mike Ready, Mark Anglin, Anderson Wright, Laura Gafnea (Oxford College)

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. Invocation – Rev. Dr. Avis Williams
3. **George Holt made a motion to accept the agenda for the December 6, 2021 Mayor and Council Regular Meeting. Jim Windham seconded the motion. The motion was approved unanimously (7/0).** (Attachment A)
4. **George Holt made a motion to table acceptance of the November 15, 2021 Work Session minutes pending corrections he requested, and to accept all other items on the Consent Agenda. Jim Windham seconded the motion. The motion was approved unanimously (7/0).** (Attachment B)
5. Mayor's Announcements  
None
6. **Citizen Concerns**  
None.
7. **Authorize the Mayor to Contract with Clark Patterson Lee Architecture, Engineering, and Planning (CPL) and Roadbotics Paving Analysis and Paving Plan** (Attachment C)  
Overseen by CPL, Roadbotics will use a specially equipped vehicle to photograph and laser read the condition of the streets. Their artificial intelligence software will assign a distress score to the streets and map the locations of issues. Using this data, the City will be able to prioritize its

paving needs for the next five years. The cost of the study is \$7,520, and the results will be available in time to include the prioritized paving work in the FY 2023 Capital Improvement Plan. Staff recommends authorizing the Mayor to contract with CPL for this project.

**Jim Windham made a motion to authorize Mayor Eady to contract with CPL for the project. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

8. **Authorize the Mayor to accept a Proposal for Services from the Carl Vinson Institute of Government for a Classification and Compensation Study for the City** (Attachment D)  
Deliverables are included in the attached proposal. The cost of the study is \$7,500. The study would be completed by December 23, 2022. Staff recommends authorizing the Mayor to accept the proposal.

**Laura McCanless made a motion to authorize Mayor Eady to accept the Proposal for Services from the Carl Vinson Institute of Government for a Classification and Compensation Study for the City of Oxford. Jim Windham seconded the motion. The motion was approved unanimously (7/0).**

9. **Authorize the Staff to Prepare a Refund of Utilities Account #147** (Attachment E)  
This issue was discussed at the November Work Session. Documents supporting the amount to be refunded are attached. Staff recommends approval of the refund.

**Jeff Wearing made a motion to authorize the staff to prepare a refund of Utilities Account #147. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).**

10. **Appointment of Adrienne Vinson Waddey to the Oxford Downtown Development Authority (DDA)**  
Mayor Eady stated that a nomination is still needed to replace the position of Danielle Miller on the DDA. The nomination of Ms. Waddey is to fill the vacancy created when Art Vinson resigned from the DDA. Laura McCanless is also rotating off of the DDA as the City Council representative, and Mike Ready has been nominated to fill that role once he is sworn in in January.

**George Holt made a motion to approve the appointment of Mike Ready to the DDA to fill the role of City Council representative once he is sworn in in January. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

**George Holt made a motion to approve the appointment of Adrienne Vinson Waddey to the DDA to fill the vacancy created by the resignation of Art Vinson. Jeff Wearing seconded the motion.**

Discussion: Laura McCanless stated that there had been some question about there being three voting members on the DDA who have direct interest in Oxford College. She pointed out that there will only be two voting members with a direct interest, Jonathan Eady and Adrienne Vinson Waddey. Danielle Miller is no longer a voting member of the DDA.

Mayor Eady clarified that Jonathan Eady's direct interest is that he is the Chairman of their Advisory Board, and his law firm has also represented Emory University. He recuses himself on votes pertaining to business related to these relationships.

**The motion was approved unanimously (7/0).**

11. **Invoices** (Attachment F)  
No discussion.

12. **Executive Session**

**Laura McCanless made a motion to enter Executive Session at 7:15 p.m. to discuss personnel and real estate matters. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

13. **Adjourn**

**George Holt made a motion to adjourn at 8:53 p.m. Jim Windham seconded the motion. The motion was approved unanimously (7/0).**

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
SPECIAL CALLED MEETING  
WEDNESDAY, DECEMBER 15, 2021 – 6:30 PM  
VIA TELECONFERENCE  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Lynn Bohanan – Councilmember  
Avis Williams – Councilmember  
Laura McCanless – Councilmember  
James Windham – Councilmember

**ELECTED OFFICIALS ABSENT:**

Jeff Wearing – Councilmember

**APPOINTED/STAFF PRESENT:**

Bill Andrew – City Manager  
Marcia Brooks – City Clerk/Treasurer

**OTHERS PRESENT:** None.

1. The meeting was called to order by the Hon. David Eady, Mayor.
  2. **A motion was made by Lynn Bohanan to accept the Agenda for the Special Called Meeting of December 15, 2021. Avis Williams seconded the motion. The motion was approved unanimously (6/0).** (Attachment A)
  3. Executive Session  
**Jim Windham made a motion to enter Executive Session at 6:31 p.m. Lynn Bohanan seconded the motion. The motion was approved unanimously (6/0).**
- The City Council entered Executive Session at 6:32 p.m. and exited Executive Session at 8:00 p.m.
4. Real estate/personnel actions  
**Lynn Bohanan made a motion to authorize Mayor Eady to offer the position discussed during Executive Session to the candidate discussed. Avis Williams seconded the motion. The motioned was approved unanimously (6/0).**
  5. Adjourn  
**Jim Windham made a motion to adjourn at 8:03 p.m. George Holt seconded the motion. The motion was approved unanimously (6/0).**

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
SPECIAL CALLED MEETING  
WEDNESDAY, DECEMBER 20, 2021 – 6:15 PM  
VIA TELECONFERENCE  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Lynn Bohanan – Councilmember  
Avis Williams – Councilmember  
Laura McCanless – Councilmember  
James Windham – Councilmember

**ELECTED OFFICIALS ABSENT:**

Jeff Wearing – Councilmember

**APPOINTED/STAFF PRESENT:**

Bill Andrew – City Manager  
Marcia Brooks – City Clerk/Treasurer

**OTHERS PRESENT:** Art Vinson, Robert Jordan

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. **A motion was made by George Holt to accept the Agenda for the Special Called Meeting of December 20, 2021. Laura McCanless seconded the motion. The motion was approved unanimously (5/0).** (Attachment A)
3. Community Development Block Grant (CDBG) Language Access Plan Resolution (Attachment B)  
As a special condition of the stipulations of the CDBG that Oxford recently received from the Georgia Department of Community Affairs (DCA), the Mayor and Council must adopt a Language Access Plan to address the communication needs of Limited English Proficient (LEP) residents impacted by the project. Staff recommends approval of the LEP resolution.

George Holt noted that the address for the City of Oxford is incorrect on page 6. Bill Andrew advised he would correct this error before the resolution is signed.

Mr. Holt also asked for verification that the grant comes from the U.S. Department of Housing and Urban Development (HUD) and is passed to the City of Oxford by DCA. He noted that the City Manager is the LEP Coordinator. He also observed that it appears that Oxford has such a small number of LEP residents that the City will not be required to translate all documents or undertake a lot of other effort to comply with this requirement.

Mayor Eady agreed with Mr. Holt's observations. Mayor Eady observed that Appendix A in the document which provided data concerning LEP residents for Oxford was very blurry. He downloaded the data from the American Community Services Data site. This information was provided during the meeting. The main point for Oxford is that if a resident who is impacted by the project cannot read the

Documents due to limited English proficiency, the City is required to provide reasonable accommodations in the form of an interpreter to ensure the information is understood.

Art Vinson asked if funds from the grant would be used to comply with this requirement. Marcia Brooks stated that there are some funds set aside for administrative purposes. Mr. Vinson asked if the City knows the estimated cost of compliance. Bill Andrew advised there should be no cost unless a request is made by a resident needing a reasonable accommodation.

Mayor Eady emphasized that the margin of error for some of the estimates in the population data is almost as large as the estimates themselves. Also, the data is based on a population estimate for 2019, not an actual census count.

**Laura McCanless made a motion to approve the Language Access Plan resolution for the CDBG. George Holt seconded the motion. The motion was approved unanimously (5/0).**

Mr. Andrew advised Mayor Eady that the resolution is due to DCA on the following day.

4. Adjourn

**Jim Windham made a motion to adjourn at 6:28 p.m. George Holt seconded the motion. The motion was approved unanimously (5/0).**

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, NOVEMBER 15, 2021 – 6:30 PM  
VIA TELECONFERENCE  
DRAFT - REVISED**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Jim Windham – Councilmember  
Lynn Bohanan – Councilmember  
Laura McCanless – Councilmember  
Jeff Wearing – Councilmember

**STAFF PRESENT:**

Marcia Brooks – City Clerk/Treasurer  
Bill Andrew – City Manager  
Jody Reid – Utilities/Maintenance  
Supervisor

**ELECTED OFFICIALS ABSENT:**

Avis Williams – Councilmember

**OTHERS PRESENT:** Mike Ready, Cheryl Ready, Art Vinson, Laura Gafnea (Oxford College), Rich Edinger (CPL), Robert Renwick (Keck & Wood)

**Agenda (Attachment A)**

**1. Mayor's Announcements**

Mayor Eady did not have any announcements.

**2. Committee Reports**

- a. Trees, Parks, and Recreation Board – Cheryl Ready stated they are still working on their Emory Street Corridor Revitalization project. The committee has begun talks about their Arbor Day presentation, and their Tree City application is almost finished. Laura McCanless added that they are still waiting for one additional bid for invasive species removal. She also thanked Marcia Brooks for the quick turnaround on the brochures for the revitalization project. She stated that Ms. Ready and Mike Rogers should be getting an email from anyone who wants a tree planted.

Mayor Eady stated that the drainage needs to be fixed at Asbury Street Park, and some professional source needs to be identified for this work. He believes the grass may need to be taken up and reinstalled. Ms. Ready asked if the contractor that installed the grounds

originally could be held accountable for the work. Mayor Eady advised the contract could be reviewed but the contractor probably warranted the work for one year. He asked Laura Gafnea if she could provide some contacts related to the soccer field at Oxford College. She advised she would check into possible contacts and get back with the City.

Jeff Wearing suggested that NatureScapes might can help with this situation. He suspects the pipes that drain the area may have gotten clogged.

- b. Planning Commission – No report.
- c. Downtown Development Authority (DDA) – Mike Ready stated that the DDA has put out some requests for information and are waiting for that information. They have an RFP out currently seeking possible alternatives.
- d. Sustainability Committee – Ms. McCanless reported that Melissa Hage has agreed to chair the committee long enough for a replacement chairperson to be appointed. She also stated that they are making a push to increase their membership. The recent survey about Dried Indian Creek yielded several names of people who want to work on that project.

Mayor Eady advised Ms. McCanless to reach out to Sarah Vinson regarding their efforts to improve and optimize the recycling services in Oxford. Georgia Tech has two student groups looking at this issue, one group from a business perspective and another group from an engineering perspective.

- e. Committee on Race – No report.

3. **Consensus Decision on the Mid-Block Crossing for the Emory Street North Sidewalk Project** (Attachment B)

Councilmembers Bohanan, McCanless and Wearing met Robert Renwick (Keck & Wood), Jody Reid, and Bill Andrew recently at Asbury Street Park to discuss options on the placement of the pedestrian crosswalk on Highway 81 to provide safe access to the park for residents who live on the east side of Highway 81. A decision is needed on this placement very soon to ensure that the project does not fall behind schedule.

Mr. Renwick stated that they discussed three options at the meeting. The consensus among the group was the mid-block option. A path could be installed from the crossing to the trail system in the park. It is far enough away from the pavilion that pedestrians would not disturb the pavilion area.

Ms. McCanless stated that the mid-block option they decided on is slightly different from the pictures provided. Mr. Renwick affirmed this statement, advising that it was shifted to pull it about ten feet further away from the driveway to the south of it.



Art Vinson expressed concerns about the safety of pedestrians crossing into a thickly wooded area. Ms. McCanless stated that the new location places the end of the crossing at the top of the bridge that crosses to the pavilion area, which is a central area for pedestrians. Mayor Eady added that the park is closed at night. The City Council has tried to optimize safety with this crossing.

Jim Windham stated that the issue he has is the assumption is being made that everyone who crosses Emory Street on the north side is going to the park. In reality he knows that is not the case. He objects to the crossing being placed mid-block. Some people are crossing to visit friends on Collingsworth Street. However, he does not object to what his fellow City Councilmembers have decided.

Ms. Bohanan asked if the City Council should consider Mr. Windham's point and discuss having more than one crossing. Mayor Eady stated that the Georgia Department of Transportation's (GDOT) standards for a mid-block crossing are different from the standards for a corner crossing. Because Emory Way and Collingsworth Street do not align, GDOT will not permit a signalized crossing at that point. The City is planning to put a radar sign by Highway 81 at the cemetery as a reminder of the reduced speed limit approaching the crossing.

Mr. Windham pointed out that the park will be closed after dark, but people will be needing to cross Emory Street when the park is closed. He does not know what the solution is, given GDOT's requirements.

#### 4. **Consensus Decision on the Lighting Options for the Emory Street North Sidewalk Project** (Attachment C)

Several lighting options have been provided by Mr. Renwick. Mayor Eady stated that no feedback had been received. He does not want to bias the others' decisions, but his recommendation is the Holophane Arlington fixture, although he also is fine with the Taft design by Holophane. He has personally inspected this light and feels it is higher quality. Holophane is also the only company of those listed that is in Georgia. He also knows that Holophane fixtures can include an attachment that directs light straight down on the house side so light does not shine into the yards of adjacent houses.

He wanted to know why a twelve-foot pole was recommended rather than a ten-foot pole. The ones he has seen have a ten-foot pole and a base that adds about twelve to nineteen inches to the height of the fixture. He feels a ten-foot pole would be better for this project.

Mr. Renwick stated a ten-foot pole is fine. Mayor Eady stated a ten-foot pole seems more pedestrian-oriented. Ms. McCanless stated the higher the pole is, the more likely light will drift outside the sidewalk area. She also stated that the Arlington is more appropriate for Oxford in her opinion.

Jim Windham asked if the Arlington is dissimilar from the lights at Oxford College. Mayor Eady stated it is very different. The lights on Oxford College campus have a much taller pole, more diffused light, and have globes. Mr. Windham feels this is a good place to start defining the City of Oxford from Oxford College. Mayor Eady agreed and stated this fixture would set the theme for future lighting projects.

Art Vinson asked if a policy has been adopted by the City of Oxford that design elements for the City should be intentionally different from those on the Oxford College campus. Mayor Eady is not sure it has ever been put in writing, but there have been a number of discussions about this issue and conversations with Oxford College, including subtle landscaping features that would distinguish the campus from other parts of Oxford. The lighting selection for Oxford College met their needs but does not meet the City's needs. They wanted more ambient light as opposed to directional light. This design is still generally similar to the streetlights on the campus in terms of being a "gaslight" type design, but the City's selection is distinctive from the College's.

Mr. Renwick will verify whether the height stated includes the base and light fixture. It has been his understanding that the bottom of the light is at ten feet if it is a ten-foot pole. Mayor Eady had understood that the pole itself is ten feet tall.

**5. Clark Patterson Lee Architecture, Engineering, and Planning (CPL) and Roadbotics Paving Analysis and Paving Plan (Attachment D)**

CPL has provided a proposal to use a company called Roadbotics to utilize a specially equipped vehicle to photograph and laser read the condition of the streets. Their artificial intelligence software will assign a distress score to the streets and map the locations of issues. A spreadsheet compiling the distress scores will be provided which will allow the City to prioritize paving needs for the five-year Capital Improvement Plan. A GIS geodatabase will also be provided, which the map will be generated from. The cost of the study is \$7,520.

Rich Edinger with CPL has a lot of cost data from past projects. He advised that he can use this information to determine approximate costs to repair the identified distress areas in Oxford and help determine if the City is budgeting adequately for this need. Mayor Eady added that the study could also show the City how much must be spent to get all of its roads to a Good rating and sustain that level.

Art Vinson asked Mr. Edinger to explain the subsurface characteristics of the Roadbotics System. Mr. Edinger stated that video footage is taken of the streets. A software program has been developed that will analyze the different types of distresses seen in the video and quantify them. Mr. Edinger then applies cost data to the quantified values.

Mr. Vinson asked if they take into account the differential load ratings for different roads in the City. Mr. Edinger advised that a load rating is not used. Most streets a City has to maintain are local streets. For example, Highway 81 (Emory Street) is

maintained by GDOT. The most significant load-related stress for local streets is alligator cracking. This type of stress is generally proportional to the amount of time between resurfacing projects. Mr. Edinger is able to quantify this type of stress and estimate the cost to repair it.

Mayor Eady stated that it currently seems like the City is always behind and never caught up. This study will systematically show the City what is required to get all the streets up to standard and keep them on track. The mapping could be done again in five years if the City feels that it is needed.

Bill Andrew stated that having this information may help the City negotiate better rates and commitments for contracts by giving the City the information to enter into multi-year contracts.

Jim Windham stated that the best thing about this effort is that it is a planning tool. It will help the City maintain its infrastructure in better condition. He recommends using it every four or five years.

**6. A Proposal for Services from the Carl Vinson Institute of Government (CVIOG) for a Classification and Compensation Study for the City (Attachment E)**

The City of Oxford has requested a quote from the CVIOG to conduct a classification and compensation study for the City. Bill Andrew stated that the City currently has a classification and compensation system, but it is not clear what the basis is for setting it, and certain positions have fallen out of the market. The City is having difficulty attracting and retaining employees in certain positions.

The Carl Vinson Institute performs this work for most cities and counties in Georgia. Because of the backlog in local governments requesting the service, they estimate their completion date for Oxford would be December 23, 2022. The cost of the study is \$7,500.

Mr. Andrew provided the example of the lineman trainee. The City's current entry pay for this position is \$13.81 per hour. When a lineman completes training in four years, the pay is increased to \$14.31 per hour. Employees complete the training, then quickly go to other organizations that pay more for trained linemen than the City of Oxford does.

Jim Windham asked how this study relates to the request for Council review of the personnel manual and the questions he raised related to the manual, or does it?

Mr. Andrew stated that the manual includes this plan, and the manual requires the City to have a plan. The issue right now in staff's opinion is whether the plan aligns with market rates.

Mr. Windham asked if the manual will be left as is for the moment. There are several things in the manual that he considers completely out of line, such as job descriptions that are in conflict with other portions of the manual.

Mr. Andrew agreed with Mr. Windham and mentioned that he and Mayor Eady read in the City of Oxford Charter that the City Manager directly supervises the Police Department, but the organization chart in the manual does not reflect that relationship. He acknowledged that the Charter overrides the manual.

Mr. Holt asked if the Charter actually says that the City Manager supervises the police department. Mayor Eady stated that it says that the Mayor and Council appoint the police chief, but the City Manager supervises the police department.

Mr. Holt stated that he did not read the charter that way. His understanding is that the Mayor and Council appoint the police chief and have something to do with hiring in that department. He would like to have that issue clarified.

Mr. Windham stated that this is part of the problem – the manual states one thing and the charter states something else. He wanted to know if the issues he raised concerning these discrepancies are going to be addressed. Mayor Eady stated that these issues will definitely be addressed. The improvements to the manual needed to be adopted but he is not complacent to the issues identified by Mr. Windham, and in some cases, the charter may need to be amended.

Mayor Eady quoted Article III of the City Charter which says, “The Chief of Police and all other police officers shall be under control of the City Manager.”

Mr. Windham stated that is not the reality of the situation at the moment on the ground.

Mayor Eady agreed and stated that’s an example of a disconnect that needs to be fixed.

Mr. Windham stated there is also a disconnect in the personnel manual about what the City Manager does and what the reality is on the ground.

Mayor Eady agreed and stated he and the staff plan to bring recommendations for improvements to the City Council for consideration.

Mayor Eady stated that the questions raised by Mr. Windham will be addressed but there were several improvements that the City needed to get out to the employees.

The CVIOG proposal will be voted on at the December Regular Session meeting. In the meantime, Mayor Eady and Mr. Andrew may work on some internal benchmarking to see if any adjustments can be made to the compensation plan.

**7. Utilities Account #147 (Attachment F)**

Through recent code enforcement actions, the City has identified a resident who has been paying monthly minimum charges for water, sewer, and electric service, but has not been receiving service. The water and sewer have been billed since October 1, 2005 with no service, and electric has been billed since October 1, 2008 with no service. The total amount billed through October 31, 2021 is \$9,169.52. Staff is requesting an assessment from the City Council as to whether some, or all of the amount billed without service should be refunded to the customer. The customer sends a payment of \$100 on a regular basis, and sometimes has a credit balance.

The City is working with the Planning Commission to allow this individual to place a site-built accessory home on the lot, as their current home is beyond repair. Electricity has not been connected at this location, and the water has been cut off at the meter for a number of years. The customer has advised various City employees that they feared having to pay a large amount to have the services reconnected if the accounts were closed.

Mr. Andrew advised that he has discussed the refund issue with City Attorney David Strickland. Mr. Strickland advised he could support the City regardless of which path is chosen. An argument could be made that the majority of the amount billed could be considered "readiness to serve." The alternate argument can be made that due to the person's mental incapacities, most or all of the billed amount should be refunded. In conversations with the person, it is evident to Mr. Andrew that there is some cognitive dissonance.

Mr. Windham asked why the electric, water and sewer service were disconnected. Mr. Andrew advised that the house in its condition could not handle electric or water service, and the sewer service is billed based on water service. Mr. Windham wanted to know why we were still sending the customer a bill. Mr. Andrew advised it was because he had an open account.

Mr. Holt stated the City should refund all the money billed when the customer did not receive services. Ms. McCanless and Ms. Bohanan agreed. Mr. Windham stated that he generally agrees, but believes the money refunded should be used for the accessory dwelling.

Mr. Andrew stated his inclination is not to give the money directly to the person, but legally there is no basis for not giving it directly to him. He has not assigned a Power of Attorney, and he has a checking account and has a job. Mr. Andrew thought that he and Marcia Brooks could sit down with the person and gently encourage them to use the money toward the accessory dwelling.

Mr. Windham stated that he is not opposed to giving the money back to the person but would like to be assured that the money would be used toward helping the City of Oxford help the customer.

Mayor Eady stated that would be the purpose of the conversation. If the person decides to work out a different agreement with the builder, that is his prerogative. If the City Council decides to refund the money, it is the customer's to use as they wish.

Mr. Windham and Mr. Holt inquired about the person's living situation. Mr. Andrew advised that the person has a job at Pactiv and has reliable transportation. It is his belief that the person lives in the home part of the time and in the vehicle part of the time.

Mr. Vinson stated that he is uncomfortable with the tenor of the conversation. He recommended that the City Council go into Executive Session to discuss such matters.

Mayor Eady stated that the issue does not meet the standards to allow the City of Oxford to go into a closed meeting. The privacy of the individual is being maintained by not identifying the address of the property or the identity of the individual. This issue is a public matter, related to the spending of the public's money. He believes where the City Council needs to be careful is ensuring it does not become too parental in handling the matter.

Mr. Vinson commented that he is surprised the City Council is not discussing paying interest on the investments the customer has made. Ms. Bohanan stated that she had that same thought.

Mayor Eady stated the challenge would be the basis for determining what interest rate to apply. Mr. Vinson asked what customers are charged if their payments are late. Mr. Andrew stated that the City does not earn interest on customer deposits.

Mr. Holt asked if the customer has a credit balance in addition to the amount reflected in the memo. Marcia Brooks stated that she believes it is several hundred dollars at this time. Mr. Holt stated that this amount should have also been included in the memo.

Mayor Eady pointed out that when the accessory building is connected to City services, the customer could be given the option of expending the credit before paying. Mr. Andrew stated the customer will also need to pay a new tap fee. Ms. Brooks stated she will also verify whether the City is still holding a deposit for the customer. The credit amount and the deposit amount (if any) will be provided to the City Council.

Mr. Windham asked if the determination was made that the house could not handle the services on the dates given in the memo. Marcia Brooks stated those were the dates the meters stopped spinning. Mr. Windham asked if something the City did or did not do led to the meters stopping.

Jody Reid stated that the customer lived there for many years with their mother, and their usage was small. Once their mother passed away, the customer stopped usage. Several months after that, the City received a call about the line going to the house arcing, and the customer was advised it must be fixed before power could be restored.

Mr. Windham commented that the customer has a job, a car, and a bank account, and some choices were made by the customer. He is confused by the whole situation but will go along with the City Council.

Mr. Holt stated that this is not a bailout in his opinion. When the power was cut off, the City should have cut off the meter. He feels part of the responsibility is with the City of Oxford for continuing to bill in this situation. Mr. Windham acknowledged that may be true but a determination needs to be made of where responsibility lies, and if the City is doing what is right, since this is the public's money. Jeff Wearing agreed with this statement.

Mr. Holt stated that the money is theoretically not the City's. Mr. Windham restated Mr. Andrew's earlier position of the minimum billings reserving services for the customer, and the City was negligent in not getting it hooked back up or closing the account.

Ms. Bohanan stated that she is not sure if it can be determined where the ball was dropped. What needs to be determined is whether to give the money back to the customer, and she's not sure we can make any stipulations about how it is used by the customer.

Mayor Eady stated his recommendation, and the one that staff feels most comfortable with, is to refund the money and ask the customer how they wish to receive the money. This is part of the bigger effort since Mr. Andrew came on board of trying to identify properties that are notably in a condition that may need to be condemned. This property is the only one still occupied, so it requires additional attention. The City is trying to fix things that have happened over time and keep those problems from arising again.

Mayor Eady stated that the recommendation is to refund the full amount stated in the memo plus any credit he has in his account.

Mr. Windham stated the City could issue the refund in the form of a credit for the new charges that will result from the accessory building rather than issuing a check.

Mayor Eady stated if the customer wants to cut the City a check for the tap fees and use the refund amount toward future services, that is another alternative.

## **8. Next Steps for Yarbrough House**

Mayor Eady would like to reaffirm what was stated at the City Council Retreat. His understanding was that the City wants to remove the Yarbrough House and make the property available for other public uses and hire a landscape architect to design the park space on the property. The removal of the house should be nominal to zero cost to the City.

Ms. Bohanan, Mr. Windham, Mr. Holt, and Ms. McCanless agreed with Mayor Eady's statement. Mr. Wearing asked if it would be feasible to cut out most of the house and retain a small portion on the site to make it like Kitty's Cottage to complement the park. The cost would be minimal.

Mayor Eady stated it would require investing a substantial amount of money to make the building clean and sanitary. The City Council expressed at the retreat that it did not want to invest good money after bad. Mr. Wearing acknowledged Mr. Eady's point and stated he had agreed with it at the retreat. Ms. Bohanan added that the structure also does not have the historic significance once thought.

#### **9. Other Business**

None.

#### **10. Work Session Meeting Review**

- a. Mid-Block Crossing – Consensus - approved about ten feet north of what is currently depicted; Keck & Wood will provide revised drawing
- b. Lighting – Consensus - Holophane Arlington ten-foot height; Keck & Wood will provide revised specification for clarifications on height and base
- c. Clark Patterson Lee Roadbotics study - approve at December Regular Session
- d. CVIOG Classification and Compensation Study – approve at December Regular Session
- e. Utilities Account #147 – vote to refund money at December Regular Session and discuss with customer their preference for how the money should be refunded
- f. Yarbrough House – Identify options for removal and present options to City Council

#### **11. Executive Session**

The City Council went into Executive Session at 8:00 p.m. to discuss real estate and personnel matters. The City Council ended Executive Session and returned to open session at 8:17 p.m.

#### **12. Adjourn**

The meeting was adjourned by Mayor Eady at 8:18 p.m.

Respectfully Submitted,



Marcia Brooks  
City Clerk/Treasurer

## **MAYORS PRO-TEM (2005-PRESENT)**

2021	George Holt
2020	Jim Windham
2019	Jeff Wearing
2018	Jim Windham
2017	Mike Ready
2016	George Holt
2015	Sarah Davis
2014	Lyn Pace
2013	Terry Smith
2012	David Eady
2011	Frank Davis
2010	Sue Dale
2009	Jim Windham
2008	George Holt
2007	Hoyt Oliver
2006	William Murdy
2005	Emma Lou Patterson

## **MAYORS (1943-PRESENT)**

2020-Present	Mr. David S. Eady
2008-2019	Mr. Jerry D. Roseberry
2007	Mr. William H. (Dean) Murdy
2004-2006	Mr. Donald Ballard
1995-2003	Mr. Don Turner
1988-1994	Mr. Jack Porter Atkinson Jr.
1982-1987	Mr. Fred Taylor
1980-1981	Mr. Weldon Carson
1976-1979	Mr. Dial
1972-1975	Mr. Wiley Allgood
1958-1971	Mr. Augustus W. (Jack) Jackson
1953-1957	Mr. Aubra L. Sherwood
1952	Mr. Barnett
1951	Mr. Lancaster
1950	Mr. M.R. Elizer
1948-1949	Mr. Allgood
1947	Mr. Thorne
1943-1946	Mr. E. W. Strozier

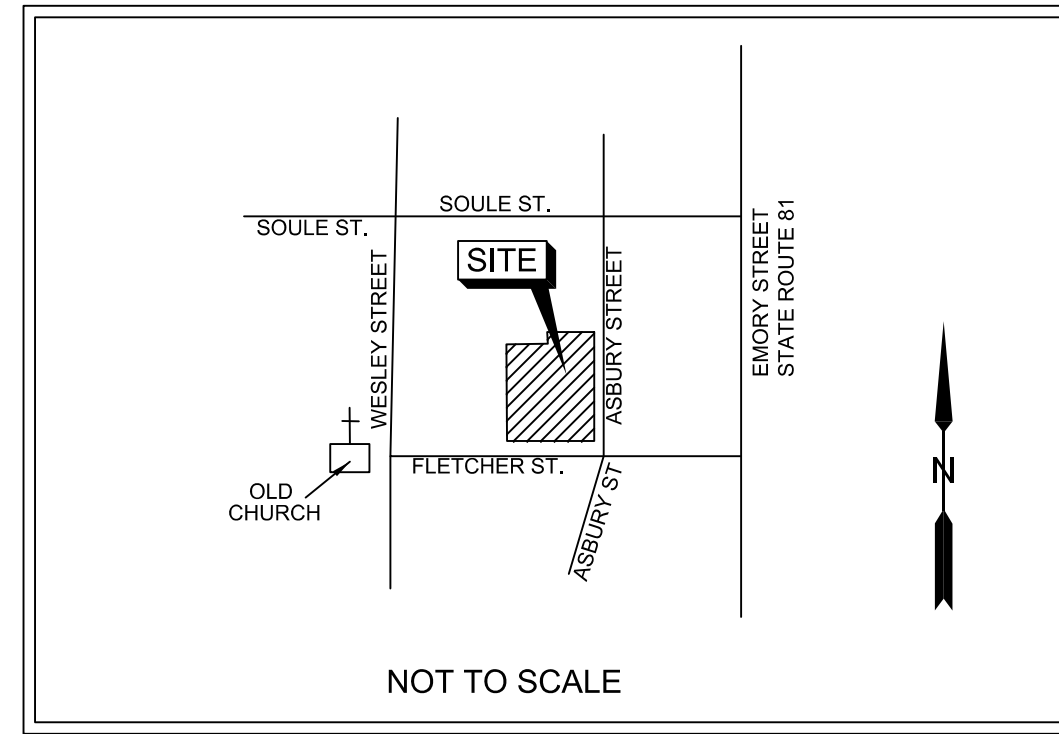
REVIEW COPY ONLY

RESERVED FOR THE CLERK OF COURT

LEGEND:

- POB Point of Beginning
DB Deed Book
PB Plat Book
POC Point of Commencement
R/W Right of Way
WM Water Meter
Conc. Concrete
OHP Overhead Power Line
GM Gas Meter
NF Now or formerly
CLF Chain Link Fence
CO Sewer Cleanout
PP Power Pole
IPS Iron Pin Set 1/2" re-bar with 3342 cap
Delta Point Not Monumented

VICINITY MAP



CITY OF OXFORD APPROVAL:

THIS FINAL PLAT HAS BEEN REVIEWED BY CITY OF OXFORD STAFF FOR COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF OXFORD ZONING ORDINANCE AND IS HEREBY APPROVED BY THE DIRECTOR OR HIS/HER DESIGNEE.

DIRECTOR DATE

OWNERS CERTIFICATION:

STATE OF GEORGIA, CITY OF OXFORD, COUNTY OF NEWTON. THE OWNER OF THIS LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT ALL STATE, CITY, AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID IN FULL.

PATRICIA LYNN BOHANAN DATE

TAX ASSESSORS CERTIFICATION:

THE PINS AND ADDRESSES HAVE BEEN ADDED AND APPROVED BY THE NEWTON COUNTY, GEORGIA TAX ASSESSORS OFFICE.

GIS TECHNICIAN DATE

ZONING INFORMATION:

PARENT TRACT PARCEL X011 014
AREA OF PARENT TRACT: 2.063 ACRES / 89,916 SQ.FT.
TOTAL AREA OF NEW LOT 1: 30,033 SQ.FT. / 0.689 AC.
TOTAL AREA OF NEW LOT 2: 55,773 SQ.FT. / 1.280 AC.
TOTAL AREA OF NEW LOT 3: 4,110 SQ.FT. / 0.094 AC.
ZONED R-30 INFILL OVERLAY
SEWAGE DISPOSAL BY PUBLIC SEWER
PUBLIC WATER IS AVAILABLE FROM CITY OF OXFORD
MINIMUM HOUSE SIZE IS 2000 SQ. FEET OF HEATED FLOOR SPACE.
MINIMUM LOT SIZE IS 30,000 SQUARE FEET
MINIMUM LOT WIDTH IS 100 FEET
R-30 ZONING SETBACK
ALONG FLETCHER ST.: 20 FEET
ALONG ASBURY ST.: 10 FEET
SIDE: 15 FEET
REAR: 30 FEET
MAXIMUM BUILDING HEIGHT: 35 FEET
MAXIMUM BUILDING COVERAGE: 20%

The field data upon which this plat is based has a closure precision of one foot in 200,086.5 feet and an angular error of 0.57 second per angle point and was adjusted by the compass rule.

This plat has been calculated for closure and is found to be accurate within one foot in at least 96,449 feet.

Field equipment:

Nikon NPL 322+ Total Station
TDS Nomad Data Collector

All distances are horizontal ground distances.

SURVEYORS CERTIFICATION:

AS REQUIRED BY SUBSECTION (d) OF OCGA SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO THE INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IS GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

PRELIMINARY REVIEW COPY

MICHAEL RAY GEIGER GEORGIA R.L.S. No. 3342 DATE

REVIEW COPY ONLY

SURVEYED BY: MICHAEL R GEIGER GA RLS No. 3342 15 WELLSLEY DRIVE COVINGTON, GA 30014 (470)330-7253 geiger\_mr@yahoo.com

OWNER INFORMATION:

OWNER/DEVELOPER:

PATRICIA LYNN BOHANAN
P.O. BOX 477
OXFORD, GA 30054

PHONE: (770)365-4677

VESTING DEED: DEED BOOK 695 PAGES 314 & 315

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH. EASEMENT AND UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.

DATE OF LAST FIELD WORK: 10/19/2021
DATE OF DRAWING: 11/15/2021

UTILITIES SHOWN ON THIS PLAT ARE BASED ON OBSERVED ABOVE GROUND EVIDENCE ONLY.

PER THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS RULE 108-6-6.09(2), THE TERM CERTIFICATION AS USED IN BOARD RULE 108-6-6.09(2) AND (3) AND RELATING TO PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON THE FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.

WESLEY ST. - 165' R/W

CITY OF OXFORD C.P.6 (BRASS DISK)
N:1319507.13
E:2386605.56
Z:769.87

SOULE ST. - 99' R/W

CITY OF OXFORD RIGHT OF WAY MONUMENT FOUND

RIGHT OF WAY OF SOULE ST. ESTABLISHED BY CITY OF OXFORD MONUMENTS FOUND AS SHOWN IN PLAT BOOK 51 PAGE 111

NOW OR FORMERLY: ANDREW L AUTRY
TAX PARCEL X011 010
DEED BOOK 430 PG 533

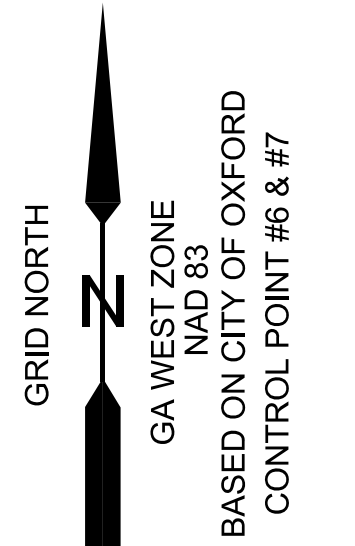
RIGHT OF WAY OF ASBURY ST. ESTABLISHED BY CITY OF OXFORD MONUMENTS FOUND AS SHOWN IN PLAT BOOK 51 PAGE 111

NOW OR FORMERLY: PATRICIA BOHANAN
TAX PARCEL X011 015
DEED BOOK 3970 PG 412
IMPROVEMENTS NOT LOCATED ON THIS LOT

NOW OR FORMERLY: JEANETTE & MICHAEL EMERSON
TAX PARCEL X011 013
DEED BBOK 4016 PG 37

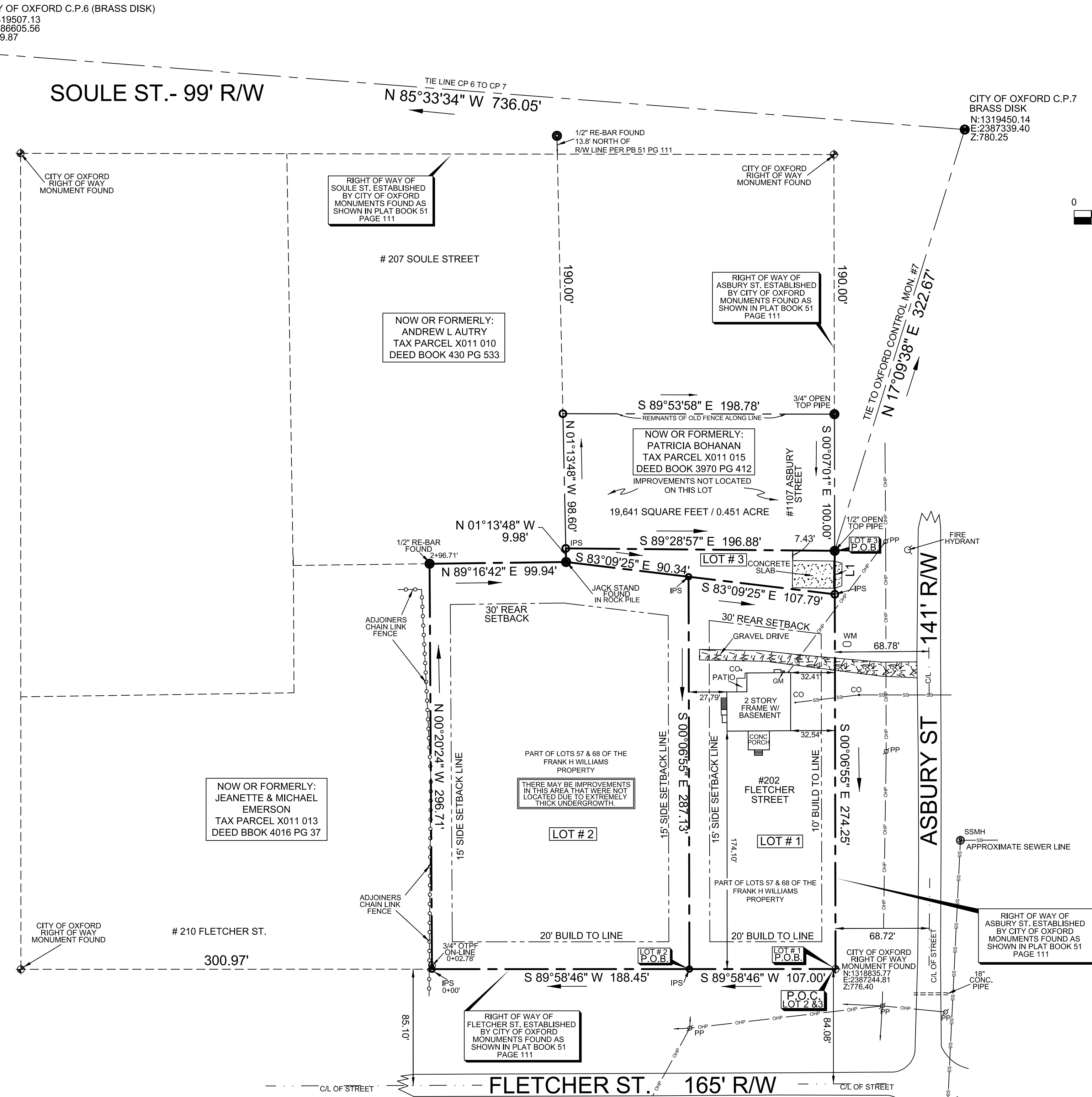
CITY OF OXFORD C.P.7 BRASS DISK
N:1319450.14
E:2387339.40
Z:760.25

1"=50'



LOT AREA CHART:

Table with 2 columns: Lot Number and Area. Lot # 1: 30,033 SQUARE FEET / 0.689 ACRE. Lot # 2: 55,773 SQUARE FEET / 1.280 ACRES. Lot # 3: 4,110 SQUARE FEET / 0.094 ACRE ( TO BE COMBINED WITH TAX PARCEL X011 015) AFTER COMBINATION TAX PARCEL X011 015 WILL BE 23,751 SQUARE FEET / 0.545 ACRE



LINE DATA CHART: Table with columns LINE, BEARING, DISTANCE. L1 | S 00°06'55" E | 31.81'



REVISIONS table with columns DATE, DESCRIPTION

MINOR SUBDIVISION SURVEY FOR: PATRICIA LYNN BOHANAN 202 FLETCHER STREET, OXFORD, GEORGIA. TAX PARCEL X011 014. Includes fields for SURVEYOR, FIELD BOOK, L.L. DIST., COUNTY, SCALE, DRAWN BY, DESIGNED BY, CHECKED BY, APPROVED BY, DATE, SHEET 1 of 1.



November 2, 2021

Mr. Bill Andrew, City Manager  
City of Oxford  
110 West Clark Street  
Oxford, GA 30054

RE: City of Oxford, Georgia  
FY 2020 CDBG Application  
C&S Project No.: O9800.003

Dear Mr. Andrew:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Oxford (Owner) for preliminary engineering and assistance with their FY 2020 CDBG funding application, engineering design, permitting and bidding assistance, and construction phase services including general administration of the construction and onsite construction observation services for the proposed multi-infrastructure improvements. The scope of services described below is based on discussions and meetings with Owner's personnel and our understanding of the project.

### **Scope of Work (Basic Services)**

#### **1. Preliminary Engineering**

C&S will assist the City in its application for funding to the Georgia Department of Community Affairs (DCA), Community Development Block Grant (CDBG) by writing a Preliminary Engineering Report (PER) that will convey the existing conditions, proposed improvements and preliminary opinion of probable project costs for the City's FY 2019 application. The PER will be prepared in accordance with standard engineering practice, however, it will be based largely on information of a conceptual nature and its intent will be to convey the feasibility and technical issues associated with design and construction of the proposed improvements as well as engineering cost estimating. The PER will contain the following sections:

1. Executive Summary.
2. Introduction, which will present the background of the project and scope of work.
3. Location map showing the target area.
4. Existing Utility Conditions in the target area.
5. Alternative and Recommended Improvement in the target area.
6. Engineer's Opinion of Probable Project Costs of the proposed improvements in the target area.
7. Environmental Concerns associated with implementing the proposed improvements in the target area including, but not limited to, zoning issues, slope issues, soil erosion and sediment control, hazards and nuisances, energy consumption, noise pollution, air quality, soil waste, storm water, sanitary sewerage, water supply, transportation systems, water

- resources, flood plains, wetlands, unique natural features, and wild life and vegetation issues.
8. Project Planning including land acquisition/easements, permitting, operation and maintenance, anticipated problems and engineering services.
  9. Conclusions and Recommendations.

## **2. Engineering Design**

*The Engineer will not proceed with any of the Scope of Work described in Tasks 2 through 7 unless authorized in writing by the Owner to proceed with these tasks.*

Carter & Sloope, Inc. will furnish a 2-person survey crew to survey the project areas. Surveying will include linear surveying to locate the existing features including any above ground utilities or below ground utilities that are marked by the utility owner. Prior to beginning surveying, we will contact the Utilities Protection Center and request a design locate. It has been our experience that most non-municipal utility owners like the phone, power and cable companies, do not respond or respond very slowly to these types of requests. We have found that local knowledge from Owner's personnel is extremely valuable so we will work closely with the Owner in identifying areas of potential conflict. Carter & Sloope will not conduct any subsurface investigations or subsurface utility engineering (SUE) to locate existing utilities unless requested by the Owner as an additional service.

Once the surveying is complete, we will prepare preliminary design documents (60% complete) for the proposed water system improvements. We will meet with Owner's personnel to present the preliminary design for review. We will address any comments the Owner has with the preliminary design and then prepare and furnish detailed construction Drawings and Specifications in a 16 division format (100% complete) indicating the scope, extent and character of the work to be performed and furnished by the Contractor during the construction of the project. We will review Owner's comments and recommendations and incorporate needed changes in the final design (100% complete) documents, which will include detailed construction plans and technical specifications.

Contemporaneous with presentation of each design, Carter & Sloope will provide the Owner with a Preliminary Opinion of Probable Construction Cost and Total Project Costs known to the Engineer for both the preliminary design (60% complete) and final designs (100% complete). This preliminary cost estimate will itemize the quantities and anticipated unit prices for each component needed for the project.

Carter & Sloope, Inc. will also provide the Owner with two (2) full-size sets of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

## **3. Permitting Assistance**

After the final design documents are approved by the Owner, Carter & Sloope will, with reasonable promptness, provide technical criteria, written descriptions, and design data to assist Owner in obtaining permits required for the project with the understanding that it is the Client's sole responsibility to secure permits and pay all necessary permit fees. We will complete the necessary permit applications and submit the required copies of the final construction drawings and technical specifications to the appropriate review agencies for approval of the necessary permits to construct the project. C&S will assist the Owner in consultations with such agencies and revise the Drawings and Specifications and permit applications in response to directives from such agencies, if necessary. We anticipate submitting the following:

- a. *Land Disturbing Permit Application* to the Local Issuing Authority;
- b. *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)*;
- c. **Notice of Intent** to the Northeast District EPD office;
- d. *Drinking Water Project Submittal and/or Sanitary Sewer Extension Submittal* to Georgia Department of Natural Resources, Environmental Protection Division (EPD);
- e. *Utilities Facility Encroachment* (as necessary) to GDOT through the Georgia Utilities Permitting System (GUPS);

Note that we will provide information to the Contractor to submit the NPDES Permit Application (GAR 100002) and the Notice of Intent to EPD through the GGOS system.

#### **4. Bidding**

C&S will assist the Owner in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Owner will pay all necessary advertising fees. We will provide the Owner with one (1) set of final design Drawings and Specifications to be kept on file during the advertisement period. The client may place a copy of the Advertisement for Bids (Section 00100) on their website during the advertisement period, however, electronic copies of the entire set of Bidding Documents shall not be placed on the Client's website, FTP site or other electronic platform during Bidding for download by bidders or any third party without the Engineer's consent and approval.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process nominal fees or charges from bidders to compensate the Engineer for costs associated with printing, reproduction and shipping the Bidding Documents to bidders. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Owner and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents. We do not believe a pre-bid conference is necessary for this type of project so we have excluded that from our scope of work; however, one can be added as an Additional Service if requested by the Owner.

C&S will attend and manage the Bid Opening, review bids and prepare a certified Bid Tabulation. We will provide a Letter of Recommendation to the Owner regarding award of the contract as appropriate and assist in assembling and awarding contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Owner for their review and approval.

#### **5. Construction Contract Administration**

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, during construction, C&S will provide professional

services in the general administration of the construction contract and act as the Owner's representative to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and the Contract Documents. After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. *Pre-Construction Conference*: Attend and lead one (1) pre-construction conference that will be hosted by the Owner at their office and issue a Notice to Proceed to the selected Contractor.
- b. *Clarifications and Interpretations (Field Orders)*: Respond in writing with reasonable promptness to Requests for Information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer's Scope of Services; however, if the Contractor's request for information, clarification, or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer's time spent responding to such request provided the Engineer notify Owner in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Owner does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Owner agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Owner that will deduct the cost of these Additional Services from the Owner's contract with the Contractor.
- c. *Change Order*: Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- d. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer's judgment, are necessary to enable the Contractor to proceed.
- e. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules*: Review and determine the acceptability schedules which the Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Since C&S will have no control over any Contractor's schedule or work progress, we cannot develop and control the construction schedule beyond establishing the contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.

- g. *Substitutes and "or equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. *Progress Meetings*: C&S will attend progress meetings that will be hosted by the Owner at their office on a monthly basis. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Owner and Contractor.
- i. *Applications for Payments*: Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
  - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- j. *Record Drawings*: We will prepare and furnish the Owner one (1) set of reproducible and one (1) electronic copy in Adobe PDF format of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.
- k. *Contractor's Completion Documents*: Receive from the Contractor and transmit to the Owner operating and maintenance manuals, schedules, guarantees, bonds, certificates or other



evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.

1. *Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Owner and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Owner. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. *Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Owner and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Owner in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- n. *Project Completion Statement:* EPD will require a statement from the Engineer of Record that the project has been completed in accordance with the approved plans and specifications and that the Contractor has satisfactorily completed the project. Therefore, after we conduct the final on-site observation, we will, upon determining that in the Engineer's professional opinion and belief and based only on information available at the time of final on-site observation, furnish a letter to EPD and one (1) copy to the Owner that the Project is completed in accordance with EPD's approved Drawings and Specifications. The Statement of Project Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee. The statement of project completion will be for the sole use of the Owner and the Georgia Department of Natural Resources, Environmental Protection Division and cannot be used or relied upon by any third party without the expressed written permission from Carter & Sloope, Inc.
- o. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

## 6. Construction Observation

C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Owner and the Engineer, during construction, to observe the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the Owner informed of the progress of the Work. Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Owner and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor's furnishing and performing the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at a construction site / Project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Owner's contract with the Contractor. The Owner also agrees that the Contractor shall defend and indemnify the Owner, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.
- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.

Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

- c. *Defective Work:* The Engineer will recommend to Owner that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. *Disagreements between Owner and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

## 7. Easement Sketches

Carter & Sloope, Inc. will prepare easement sketches, if needed, for temporary and/or permanent easements. We do not know exactly how many easements, if any, will be needed because the preliminary and/or final layout of the proposed utility has not been completed; however, we will attempt to design the proposed utility in such a way as to have the least impact as possible to private property. Therefore, we will invoice hourly for preparing easements sketches as shown below.

### Fee Basis

We propose to complete our work for Basic Services described herein for Task 1 for the lump sum amount listed below. Task 2 through 6 will be completed for the percent of construction fees listed below. Tasks 7 will be completed as needed on an hourly basis in accordance with our Hourly Fee Schedule. No work will be performed for any task other than Task 1 without prior written authorization from the Owner to proceed. No lump sum or hourly fee amount may be exceeded without prior written approval from the Owner.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Preliminary Engineering	Complete
2&3	Engineering Design and Permitting	9% of Construction
4,5 & 6	Bidding, Contract Administration, and Construction Observation (assumes 1 day per week for 6 months)	3% of Construction
7	Easement Sketches, <i>if needed</i>	Hourly

Note that percent of construction fees are within the DCA guidelines.

### **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 Owner 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 designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications or other 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 as a result 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. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- f. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times, or man-hours listed herein.
- i. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration as well as actual time for deposition, trial testimony or arbitration will be charged at hourly rate multiplied by 1.5.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause

during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

- m. Geotechnical consulting not specifically included in our scope of work;
- n. Archeological and Historical Preservation consulting;
- o. Delineating wetlands or flood plain determinations.
- p. U.S. Army Corps of Engineering Permitting;
- q. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work and providing other special field surveys not specifically detailed in the Basic Services.
- r. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. not specifically included in our Scope of Work;
- s. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- t. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- u. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- v. All building and permit fees and building inspection fees

### **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.

Principal	185.00
Principal I	195.00
Principal II	200.00
Principal III	225.00
Senior Professional Engineer I	160.00
Senior Professional Engineer II	175.00
Senior Professional Engineer III	190.00
Senior Professional Engineer IV	210.00
Senior Professional Engineer V	225.00
Staff Engineer	90.00
Project Engineer I	100.00
Project Engineer II	110.00
Project Engineer III	120.00
Project Engineer IV	130.00
Project Engineer V	140.00
Project Engineer VI	150.00
Project Manager I	125.00
Project Manager II	135.00
Project Manager III	145.00
Project Manager IV	155.00
Project Manager V	165.00

Project Manager VI	175.00
Project Manager VII	185.00
Project Manager VIII	195.00
Design Technician I	75.00
Design Technician II	85.00
Design Technician III	95.00
Design Technician IV	105.00
Design Technician V	115.00
CADD Drafter	55.00
Construction Observer I	70.00
Construction Observer II	90.00
Construction Observer III	100.00
Construction Observer IV	110.00
Construction Observer V	120.00
Administrative Support Staff I	55.00
Administrative Support Staff II	65.00
Administrative Support Staff III	75.00
Administrative Support Staff IV	85.00
Administrative Support Staff V	95.00
Registered Land Surveyor	100.00
2-Person Survey Team	160.00
GIS Technician	75.00
Funding Specialist I	115.00
Funding Specialist II	125.00
Funding Specialist III	135.00

Sub-Consultants (if required) Actual Cost X 1.15

Carter & Sloope reserves the right to adjust the Hourly Fee Schedule annually beginning January 1, 2022 and we will provide the Owner 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.**

**Reimbursable Expenses/Sub-Consultants**

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants, printing and reproduction, communications, postage, travel, lodging, meals, etc. will be charged direct without mark-up.

Once approved, Carter & Sloope can begin work on this project immediately. After review of the above, please contact me if you have any questions or need additional information. I would welcome the opportunity to further discuss our fee schedule and/or scope of services. If the Scope of Services is acceptable to you, please sign, date, and return one (1) copy to us for our files.

If you have any questions or need any additional information, please call us.

Mr. Bill Andrew  
Page 12

November 2, 2021

Sincerely,



Martin C. Boyd, P.E.

MCB:jcp

cc: File

Owner Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in Task 1 only of this agreement.

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Signature

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Date

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Title

## TERMS AND CONDITIONS

The Client / Owner hereby 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 upon receipt. Any amounts not paid by the Owner 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 Owner 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 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 Owner fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Owner, the Owner 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 Owner 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 Owner 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 Owner objects to any portion of an invoice, the Owner shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Owner 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 Owner 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. Owner 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 Owner 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 Owner, 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, Owner 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 Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner. 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, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Owner or others regarding such issues. Upon payment in full by the Owner, 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 Owner 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 Owner 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 Owner 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 Owner, the Owner 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 Owner 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 Owner on account of such termination.
    3. Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate; or
    4. If Owner 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 Owner may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Owner elects to reduce the Engineer's Scope of Services, the Owner 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 Owner 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 Owner. 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 Owner may require, shall furnish the Owner 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 Owner 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 Owner.
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 Owner 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 Owner 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 Owner agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Owner may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Owner acquires ownership of Documents prepared by Engineer, Owner agrees: 1.) that any subsequent reuse or modification of them by Owner or any party obtaining them through Owner will be at Owner’s sole risk and without liability to engineer, and 2.) Owner 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 Owner or any party obtaining them through Owner. Owner 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 Owner. Signed paper prints of documents constitute the contract deliverables. Owner assumes the risk that E-Data may differ from the paper deliverable. Owner agrees to indemnify and hold harmless Engineer from and against Owner, 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 Owner or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Owner’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. Owner 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 Owner 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 Owner 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 Owner 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 Owner shall take all actions and render all reports required of the Owner in a timely manner. Should the Owner fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Owner agrees that the Engineer has the right to exercise

its professional judgment in reporting to appropriate public officials or taking other necessary action. The Owner 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 Owner agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Owner 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. Specification of Materials. The Owner understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Owner agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Owner shall waive all claims as a result thereof against the Engineer. The Owner further agrees that if the Owner directs the Engineer to specify any product or material after the Engineer has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Engineer, and the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
16. 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 Owner's or others' use in developing firm budgets or financial models, or making investment decisions. Owner agrees that any opinion of cost is still merely an estimate.
17. 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 Owner and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Owner 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 Owner under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** 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 Owner's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Owner 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 Owner 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.
18. 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	\$4,000,000 on "b" & "c"

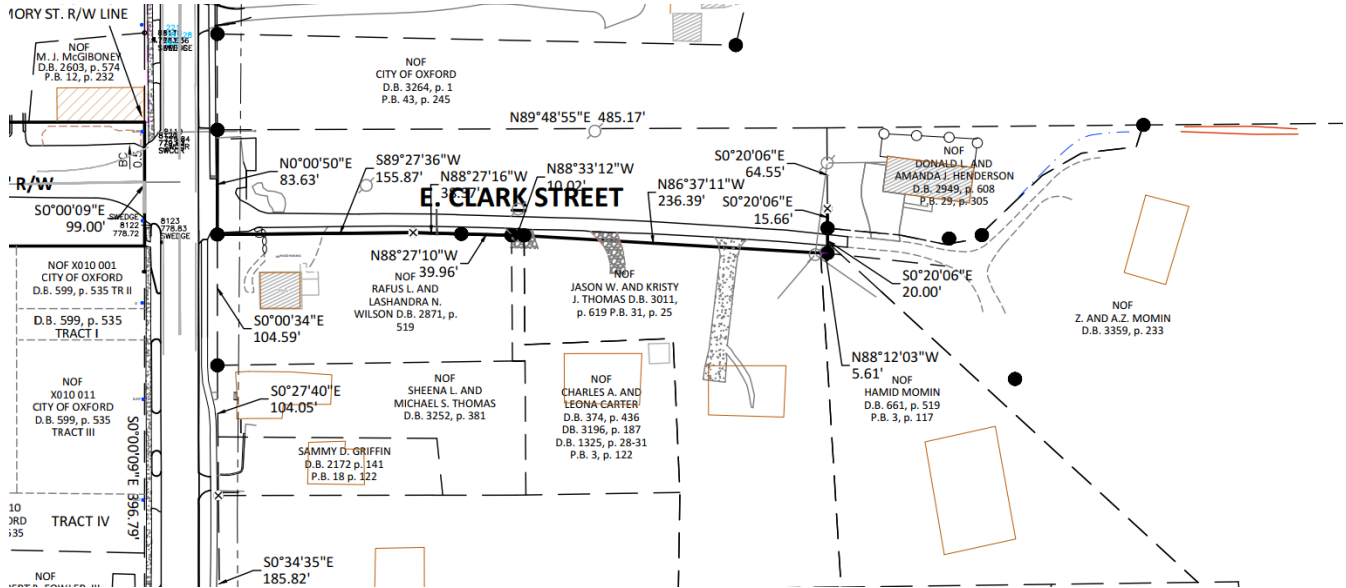
Owner agrees to require all third parties engaged by or through Owner in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

19. Indemnification.

- A. Indemnification of Owner: Subject to the provisions and limitations of this Agreement, Engineer agrees to

- indemnify and hold harmless Owner, 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, Owner 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 Owner, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Owner 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.
20. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Owner caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Owner 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. Owner and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Owner both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.
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.

It would appear the City only has a prescriptive ROW for E. Clark Street. The current road is only 10 feet wide and should be built to an urban design two-lane standard of 20 to 24 feet.



E. Clark Street is approximately 617 feet long which converts to .117 miles.





## The City of Oxford Street Condition Evaluation Form

The city will use the Pavement Surface Evaluation and Rating (PASER) system to assess the condition of our streets. The PASER method includes four categories for evaluation: surface defects, surface deformation, cracks, and patches and potholes. We will rate each street using a scale from 10 (excellent condition) to 1 (failed). We will take the average score for each street to prioritize repairs and resurfacing projects. We plan to update the scores every two years.

#	Street Name	Surface Defects	Surface Deformation	Cracks	Patches and Potholes	Average Score	Date Assessed
1	Marshall Street	7	6	7	9		2-4-2021
2	Haygood Avenue	5	4	5	5		2-4-2021
3	W. Wade Street	6	5	4	7		2-4-2021
4	E. Wade Street	5	5	7	6		2-4-2021
5	Hillcrest Drive	5	9	8	7		2-26-21
6	E. Bonnell Street	4	4	4	4		2-26-21
7	W. Bonnell Street	4	5	5	8		2-26-21
8	Dowman Street	5	5	7	6		2-26-21
9	Queen Ann Street	6	6	6	7		2-26-21
10	Stone Street	7	6	8	4		2-26-21
11	Wentworth Drive	7	4	7	4		2-26-21
12	Academy Court	7	4	7	4		2-26-21
13	Moore Street	4	4	4	4		2-26-21
14	Longstreet Circle	7	6	2	4		2-26-21
15	Longstreet Court	7	7	3	8		2-26-21
16	Hopkins Court	4	4	4	4		2-26-21
17	Pierce Street	4	4	4	4		2-26-21
18	Whatcoat Street	8	8	6	6		2-26-21
19	E. George Street						
20	W. George Street	4	4	4	4		2-26-21
21	Asbury Street	4	6	5	5		2-26-21
22	Wesley Street	4	6	5	8		2-26-21
23	W. Clark Street	8	8	8	8		2-26-21
24	E. Clark Street	1	1	1	1		2-26-21
25	Fletcher Street	7	7	6	7		2-26-21
26	Hull Street	6	8	8	8		2-26-21
27	W. Soule Street	8	8	8	8		2-26-21
28	E. Soule Street	7	7	8	4		

From Error to Hayes

EN 15

#	Street Name	Surface Defects	Surface Deformation	Cracks	Patches and Potholes	Average Score	Date Assessed
29	Mitchell Street	9	9	8	8		2-26-21
30	Greene Street	10	10	11	10		2-26-21
31	W. Watson Street	9	9	8	9		2-26-21
32	Godfrey Street	8	8	5	8		2-26-21
33	E. Watson Street	9	9	9	9		2-26-21
34	<del>W. Watson Street</del>						
35	Coke Street	8	8	7	8		2-26-21
36	Cindy Court	9	9	7	9		2-26-21
37	Collingsworth Street	8	7	3	8		2-26-21
38	W. Richardson Street	8	8	8	9		2-26-21
39	Emory Way	8	8	6	7		2-26-21
40	Oxford Way	8	8	8	6		2-26-21
41	Oxford Drive	8	8	8	5		2-26-21
42	Oxford Court	8	8	8	8		2-26-21
43	Airport Court	9	8	8	7		2-26-21
44	E. Richardson Street	4	5	4	5		2-26-21
45	Oxford North Road	8	8	8	8		2-26-21

**Ratings are Related to Needed Maintenance or Repair**

Rating 9 & 10	No maintenance required
Rating 8	Little or no maintenance
Rating 7	Routine maintenance, cracksealing and minor patching
Rating 5 & 6	Preservative treatments (sealcoating)
Rating 3 & 4	Structural improvement and leveling (overlay or recycling)
Rating 1 & 2	Reconstruction

**City of Oxford**  
**Invoices >=\$1,000**  
**Paid in December 2021**

VENDOR	DESCRIPTION	AMOUNT
<b>RECURRING CHARGES</b>		
City of Oxford Utilities	October - November services	2,354.66
Newton County Board of Commissioners	Landfill Fees – November 2021	1,292.64
Newton County Board of Commissioners	Purchase of water for resale November 2021; Invoice #2905	18,450.00
Newton County Water & Sewerage Authority	Sewer Treatment Fees, 10/31/2021 – 11/ 29/2021	5,414.03
Newton County Tax Commissioner Marcus Jordan	Invoice for property tax accounts billed on behalf of the City of Oxford in 2021	1,820.00
Georgia Municipal Association	Workers Compensation Self-Insurance Fund 2022 Estimated Annual Premium	16,782.00
Georgia Municipal Association	GMEBS Retirement Trust Fund Employer Contributions December 2021	5,784.75
Georgia Municipal Association	GMA Telecommunications & Right of Way Management Service Subscription for 2022	1,292.48
Georgia Environmental Finance Authority (GEFA)	Monthly Payment on Loan 2016L06WQ December 2021	4,556.05
Southeastern Power Administration (SPA)	SEPA Energy Cost (November 2021) Inv. #B-22-0371	2,808.84
Municipal Electric Authority of Georgia (MEAG)	Monthly Electric Purchases for November 2021	98,854.12
Electric Cities of Georgia	Consulting and planning services for December 2021	5,087.00
IRS	Federal Payroll Taxes, December 2021	10,950.39
Phoenix Personnel, LLC	Maintenance temp workers, week ending 11/21/2021 - \$1,120.00 Maintenance temp workers, week ending 12/5/2021 - \$1,089.90	2,209.90
Latham Home Sanitation	Commercial Waste Removal Services November 2021	7,361.18
VC3, Inc. (formerly Sophicity)	December charges for software and hardware support; invoice #68516	2,138.06

VENDOR	DESCRIPTION	AMOUNT
<b>PURCHASES/CONTRACT LABOR</b>		
Kenneth Alexander	Refund of payments on Account #147 approved by Council on 12/6/2021	9,619.52
Steven A. Hathorn, P.C.	Municipal judge services October – December 2021	1,250.00
McNair McLemore Middlebrooks & Co.	Professional financial services in support of FY2021 audit and Public Safety Supplemental Grant	2,225.00
Strickland & Strickland, LLP (IOLTA Account)	Closing for purchase of Soule Street property	234,739.00
Beryl Budd	Arborist Services August – October 2021	1,200.00
Monroe Power Equipment Co.	Purchase of mower authorized in FY2022 Capital Budget	9,889.00
Keck & Wood	Emory Street North Sidewalk plan development; invoices #1341500, 1341316	18,850.00
Ed's Public Safety, Inc.	Purchase of four replacement rifles for police department	2,152.76
Specialty Cartridge, Inc.	Purchase of 1,250 rounds of 9MM ammunition for police department	1,500.00
Rayfield Tree Care, Inc.	Maintenance prune willow oaks along sidewalk of Whatcoat St. and Pierce St. to elevate canopy and remove deadwood	1,800.00
Ozburn Electrical Contractors	Repair of motion sensor switch and service bay lights at maintenance facility	1,473.35
HCS Services, LLC	Water main repair, East Soule Street, P.O. 14295	1,400.00
Scarborough Tree, Inc.	Tree removal on Stone Street and Oxford Drive	2,400.00