

**OXFORD MAYOR AND COUNCIL  
REGULAR SESSION  
MAY 6, 2024 – 7:00 P.M.  
CITY HALL – 110 W. CLARK ST. OXFORD, GA 30054  
A G E N D A**

1. **Call to Order – Mayor David S. Eady**
2. **Motion to accept the Agenda for the May 6, 2024 Mayor and Council Regular Meeting.**
3. **Consent Agenda:**
  - a. \*Minutes of the City Council Regular Session on April 1, 2024
  - b. Minutes of the Special Called Budget Work Session on April 4, 2024
  - c. \*Minutes of the City Council Work Session on April 15, 2024
  - d. \*Minutes of the Special Called Regular Meeting April 15, 2024
  - e. Minutes of the Special Called Budget Work Session on April 18, 2024
4. **Mayor’s Report:**
5. **Citizen Concerns**
6. **\*Approval to proceed on the new Cemetery Access Road:** This was discussed at the 11/21/22 Council Work Session with a bid from Peach State Construction at an original bid of \$12,965. With the time interval, the new price is \$13,945, which is still less than the \$14,000 we had from HCS. We have \$17,000 budgeted in the FY24 Capital Budget for this project. Staff recommends proceeding with Peach State Construction.
7. **\*Authorization for the Mayor to sign the contract with Burford’s Tree, LLC for Powerline Tree Trimming:** The City of Oxford travels under the Covington bidding for powerline tree trimming and thus saves money by having the local contractor already deployed in the area. Note: Although \$50,000 was budgeted, their work last year extended into the first week of July even though the contract stated it was supposed to be completed by June 30. We would like to see a full \$50,000 spent, but the account is a bit short because of that last week of work after June 30. The contract has been revised from \$45,000 to \$50,000 as discussed during the last Work Session.
8. **\*Authorization for the Mayor and City Manager to sign the Authorization to Close the Water and Sewer Sinking Fund:** Please see the attached memo from Ms. Brooks. The closing of this account will save fees, paperwork, and time.
9. **\*Update on the Sewer Moratorium:** The six-month city-wide sewer moratorium is set to expire on May 13, 2024. The City Council agreed to allowing the moratorium on the Catova Creek Line to expire and extending the Turkey Creek Line moratorium until July 1, 2024. Please see attached memo for details.

**10. Vote to adjust salary for the City Manager, City Clerk and Police Chief:** These adjustments would be based on recommendations from Councilman George Holt and were considered in Executive Session at the April 15 Work Session.

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

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

**13. Adjourn**

\*Attachments



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION  
MONDAY, APRIL 1, 2024 – 7:00 PM  
CITY HALL  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Laura McCanless – Councilmember  
Mike Ready – Councilmember  
Jeff Wearing – Councilmember  
Erik Oliver – Councilmember

**ELECTED OFFICIALS PRESENT:**

Jim Windham – Councilmember

**APPOINTED/STAFF PRESENT:**

Bill Andrew – City Manager  
Marcia Brooks – City Clerk/Treasurer  
David Strickland – City Attorney  
Mark Anglin – Police Chief  
Jody Reid – Supervisor of Maintenance and  
Utilities  
Sam Brooks – Police Officer  
Terry White – Police Officer

**OTHERS PRESENT:** Laura Gafnea (Oxford College), Chairman Marcello Banes and Latonya Hamp (Newton County Commissioner's Office), Chairman Lucy Hay (Newton Education Foundation Board)

1. The meeting was called to order by the Honorable David S. Eady, Mayor.
2. **Jeff Wearing made a motion to accept the agenda for the April 1, 2024 Mayor and Council Regular Meeting. Erik Oliver seconded the motion. The motion was approved unanimously (6/0).** (Attachment A)
3. **Erik Oliver made a motion to approve the Consent Agenda. Laura McCanless seconded the motion. The motion was approved unanimously 6/0.** (Attachment B)
4. **Mayor's Report**  
Mayor Eady welcomed Chairman Banes and Chairman Hay to speak to the City Council on their appeal for support from all the municipalities in Newton County for the Education First Initiative. The City Council pledged their support and will vote on the proclamation at their May voting meeting.

Chief Mark Anglin made a presentation to officers Sam Brooks and Terry White.

Mayor Eady announced that the revised scope for the trails grant from the State Office of Planning and Budget has been accepted. The project to build three trails can proceed.

**5. Citizen Concerns**

None.

**6. Consideration of the Personnel Committee Recommendations (Attachment C)**

**Erik Oliver made a motion to approve the recommendations of the Personnel Committee. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**

**7. Consideration of Pastor Charlie Williams for Grand Marshal of the July 4<sup>th</sup> Parade (Attachment D)**

**Laura McCanless made a motion to approve naming Pastor Charlie Williams as Grand Marshal for the July 4<sup>th</sup> Parade. Erik Oliver seconded the motion. The motion was approved unanimously (6/0).**

Mayor Eady added that he should also be designated as Oxford's Citizen of the Year.

**8. Amendment to City of Oxford Ordinance 14-134 – 100-foot Stream Buffer – Second Reading (Attachment E)**

**Laura McCanless made a motion to approve the second reading of the amendment to the ordinance. Mike Ready seconded the motion. The motion was approved unanimously (6/0).**

**9. Authorization for the Mayor to Sign the Viper Alarm Agreements (Attachment F)**

**Mike Ready made a motion to authorize the Mayor to sign the Viper Alarm Agreements for the four monitored locations. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**

**10. Authorization for the Mayor to sign the Right-of-Way Easement on Whatcoat Street with Emory University (Attachment G)**

**Laura McCanless made a motion to authorize the Mayor to sign the Right-of-Way easement on Whatcoat Street with Emory University. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**

**11. Authorization for the Mayor to sign the \$10,000 Addendum to the Whatcoat Street Design Task Order (TO) for the bidding of the Whatcoat Street Realignment (Attachment H)**

**Laura McCanless made a motion to authorize the Mayor to sign the \$10,000 addendum. Jeff Wearing seconded the motion. The motion carried (5/1). Erik Oliver voted nay.**

**12. Approval of the Mayor's Signature for the Statewide Mutual Aid Agreement (Attachment I)**

**Laura McCanless made a motion to approve the Mayor's signature for the Statewide Mutual Aid Agreement. Mike Ready seconded the motion. The motion was approved unanimously (6/0).**

**13. Request to close City Offices for the BS&A Conversion (Attachment J)**

**Mike Ready made a motion to:**

- a. **Close the office May 16<sup>th</sup> and May 17<sup>th</sup>**
- b. **Terminate access to online payments on May 15<sup>th</sup> at 11:59 pm (restore on May 20<sup>th</sup>)**
- c. **Waive 10% penalties for May 2024**

**Laura McCanless seconded the motion. The motion was approved unanimously (6/0).**

**14. Request to add BS&A Human Resources Software Module to our current contract and to purchase cashiering equipment for payments (Attachment K)**

**Erik Oliver made a motion to approve both requests. Mike Ready seconded the motion. The motion was approved unanimously (6/0).**

**15. Proposal for New Monthly Billing Arrangement for City Attorney (Attachment L)**

**George Holt made a motion to approve the new monthly billing arrangement for the City Attorney. Erik Oliver seconded the motion. The motion was approved unanimously (6/0).**

**16. Council Appointment to the Oxford DDA (Attachment M)**

**Laura McCanless made a motion to appoint Natalie Raymond to the Oxford DDA. George Holt seconded the motion. The motion was approved unanimously (6/0).**

**17. Updated Price Proposal from Shades of Green for Plan to Landscape City Hall Property (Attachment N)**

**Mike Ready made a motion to approve the updated price proposal. Laura McCanless seconded the motion.**

**Discussion:**

Erik Oliver asked if the site plan includes the rights-of-way around City Hall. Mayor Eady clarified that the right-of-way on Asbury Street is not included but the right-of-way on West Clark Street should be included.

**The motion was approved unanimously (6/0).**

**18. Invoices (Attachment O)**

The City Council reviewed invoices paid for \$1,000 or more in the month of January 2024. A discussion was held concerning the services provided by Electric Cities of Georgia (ECG).

**19. Executive Session**

**Erik Oliver made a motion to enter Executive Session at 7:40 p.m. to discuss a real estate matter and personnel matters. Laura McCanless seconded the motion. The motion was approved unanimously (6/0).**

**George Holt made a motion to exit Executive Session at 8:54 p.m. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**

**20. Adjourn**

**Mike Ready made a motion to adjourn at 8:55 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  
WORK SESSION  
MONDAY, APRIL 15, 2024 – 6:45 PM  
CITY HALL  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

David Eady - Mayor  
George Holt – Councilmember  
Jim Windham – Councilmember  
Laura McCanless – Councilmember  
Erik Oliver – Councilmember  
Jeff Wearing – Councilmember  
Mike Ready – Councilmember

**STAFF PRESENT:**

Marcia Brooks – City Clerk/Treasurer  
Bill Andrew – City Manager  
Mark Anglin – Police Chief  
Jody Reid – Supervisor of Utilities and  
Maintenance  
David Strickland – City Attorney

**OTHERS PRESENT:** Laura Gafnea (Oxford College)

**Agenda** (Attachment A)

**1. Mayor’s Announcements**

Listed in agenda.

**2. Committee Reports**

- a. **Trees, Parks, and Recreation Board** – No report.
- b. **Planning Commission** – Bill Andrew provided the report.
- c. **Downtown Development Authority** – Mike Ready provided the report.
- d. **Sustainability Committee** – Laura McCanless provided the report.

**3. Approval to proceed on the Cemetery Access Road** (Attachment B)

There was no opposition to proceeding with the cemetery access road.

**4. Information Concerning the IRS Audit on Lack of Tax Forms with City Contractors**  
(Appendix C)

Marcia Brooks explained the details regarding the audit and the results. She affirmed that staff has adjusted procedures to require a W-9 from all vendors providing any services to the City of Oxford.

5. **Authorization for the Mayor to Sign the contract with Burford's Tree, LLC for Powerline Tree Trimming** (Attachment D)

The City Council agreed to fund the contract at \$50,000 for FY 2024.

6. **Authorization for the Mayor and City Manager to sign the Authorization to Close the Water and Sewer Sinking Fund Checking Account** (Attachment E)

Mayor Eady explained that this request is essentially administrative in nature, but staff felt the need to obtain City Council approval due to the significant amount of money being considered. Staff would continue to reserve the monthly amount, but transfer it to the Water/Sewer Capital account.

Jim Windham stated that it was set aside separately so that the City Council could see where the money was going and ensure that it was not being spent on operating expenses. Ms. Brooks stated that she could provide detailed information each month if the City Council prefers that.

Ms. Brooks asked if a formal vote is needed on it. Mr. Windham suggested transferring 99% of the amount and bring a request to the City Council to close the account.

7. **Update on the Sewer Moratorium** (Attachment F)

Bill Andrew advised the City Council that the moratorium is scheduled to expire on May 13, 2024. Archer Aviation is not anticipating using as much capacity as initially thought, so the City will have a surplus of capacity. Therefore, he feels it is safe to lift the moratorium for the properties served by Catova Creek. The City is still waiting for information for the Turkey Creek service area. By July we should know whether the moratorium should be extended for the Turkey Creek service area or if additional capacity should be purchased.

He stated that the current administration of Oxford College was not aware that their 50-year agreement with NCWSA for capacity had expired. He advised that when a city or county enters into an agreement for capacity it is in perpetuity and cannot be taken away. The goal is to include Oxford College under the City's capacity agreement.

Jim Windham recommended that the City not enter into any long-term agreements for capacity due to the scarcity of water.

8. **Other Business**

None.

9. **Work Session Meeting Review**

- a. Vote to approve bid from Peach State Construction to extend the Cemetery Access Road to Richardson Street.
- b. Vote to approve the contract with Burford Tree for powerline tree trimming.
- c. No vote needed to move the funds from the Sinking Fund checking account to the Water/Sewer checking account. Separate vote to approve closing the account.
- d. Vote to lift the sewer moratorium for the Catova Creek service area and vote to extend the moratorium to July 1, 2024 for the Turkey Creek service area.



**10. Executive Session**

**Jim Windham made a motion to enter Executive Session at 7:38 p.m. to discuss personnel matters. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

**Laura McCanless made a motion to exit Executive Session at 8:20 p.m. Mike Ready seconded the motion. The motion was approved unanimously (7/0).**

**11. Adjourn**

Mayor Eady adjourned the meeting at 8:20 p.m.

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL  
SPECIAL CALLED VOTING MEETING  
MONDAY, APRIL 15, 2024 – 6:30 PM  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Laura McCanless – Councilmember  
Mike Ready – Councilmember  
Jim Windham – Councilmember  
Erik Oliver – Councilmember  
Jeff Wearing – Councilmember

**APPOINTED/STAFF PRESENT:**

Marcia Brooks – City Clerk/Treasurer  
Bill Andrew – City Manager  
Mark Anglin – Police Chief  
Jody Reid – Supervisor of Utilities and  
Maintenance  
David Strickland – City Attorney

**OTHERS PRESENT:** Laura Gafnea (Oxford College).

1. The meeting was called to order by the Honorable David S. Eady, Mayor.

**Laura McCanless made a motion to accept the agenda for the April 15, 2024 Mayor and Council Special Called Meeting. Mike Ready seconded the motion. The motion was approved unanimously (7/0).** (Attachment A)

2. **Consideration of a Resolution to Relocate a Portion of Whatcoat Street**

Mayor Eady provided an overview of the proposed resolution.

**Laura McCanless made a motion to approve the resolution. Mike Ready seconded the motion. The motion carried (5/2). Erik Oliver and Jim Windham voted nay.**

3. **Consideration of a Resolution for the conveyance of land and property from the City of Oxford to the Oxford Downtown Development Authority for the purposes of redevelopment** (Attachment B)

Mayor Eady proposed that the City accept payment for rental of the Whatcoat Street building that is now due. The DDA would handle any expenses on the property in coordination with Oxford College with funds already in their bank account. He proposed that no funding should be included in the FY 2025 budget for the DDA.

**Laura McCanless made a motion to convey the property as recommended. Mike Ready seconded the motion.**

**Discussion:**

Erik Oliver asked why the pre-payment for the next leasing period is not going to the DDA. Mayor Eady stated that the DDA does not need the money because they already have funds available. They will also work out a lease agreement with Oxford College for lease of the building. The City needs the money in its operating budget. Mike Ready added that the DDA did not request any funds and it would be cleaner to put the rental payment in the City's account. The DDA will have a much clearer picture in twelve months of where things stand with redevelopment of the property.

**The motion carried (5/2). Erik Oliver and Jim Windham voted nay.**

**4. Adjourn**

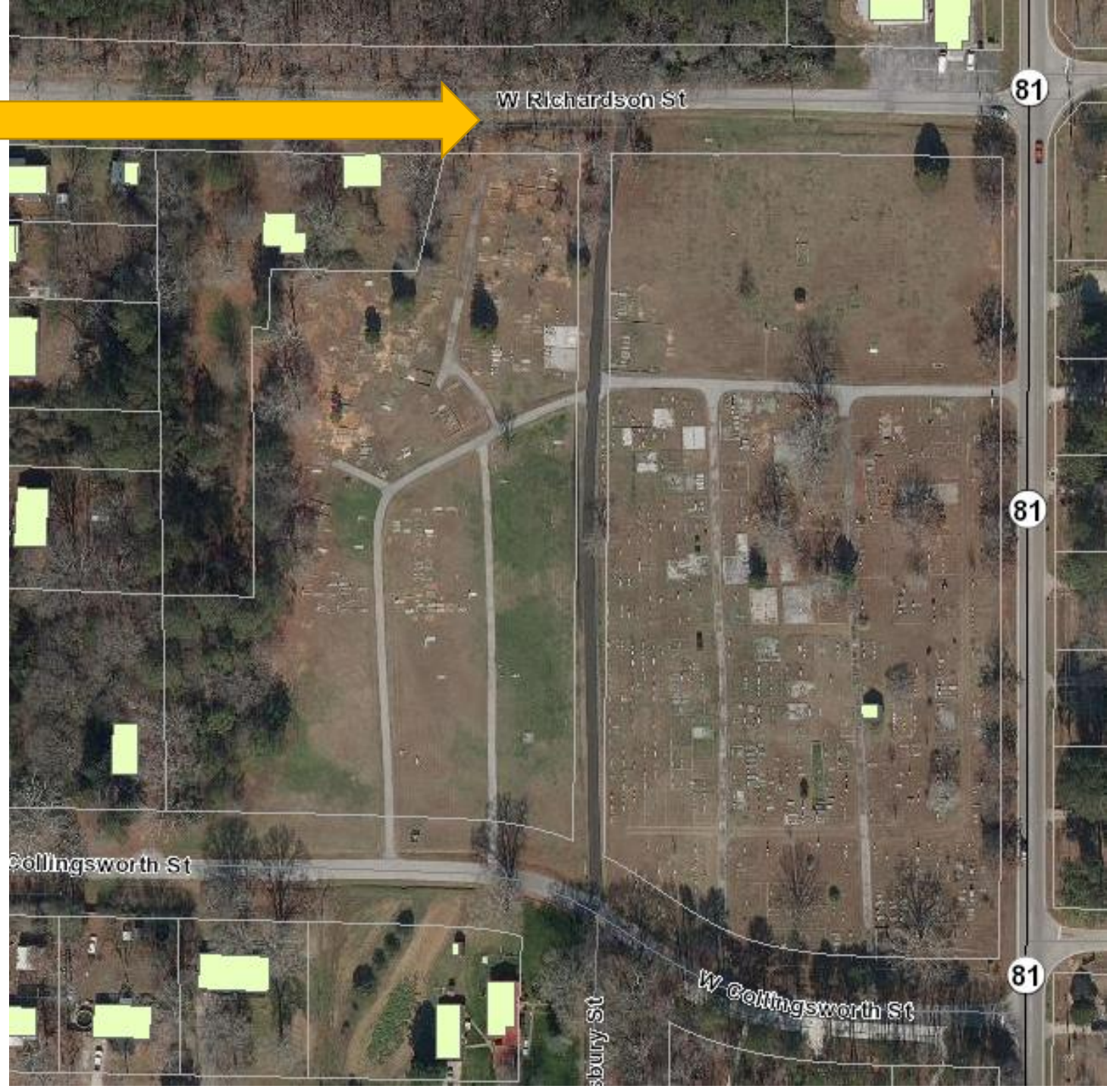
**Mike Ready made a motion to adjourn at 6:45 p.m. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).**

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer

This image of the cemetery in its entirety highlights the location of the proposed connectivity/access to W. Richardson Street.

Interestingly, the south side of the cemetery has five access points with W. Collingsworth Street, while the north side only has one access point with W. Richardson Street.





The length of the project would be approximately 60 feet and would require a concrete stormwater pipe with the appropriate headwall.



View of the site from W. Richardson Street.



The removal of this tree is partly what precipitated this effort as this tree had been blocking the road being brought through to W. Richardson Street.



The fill required to create a roadbed over this ditch will be significant.

# Peach State Construction Co

P.O. Box 87 · Covington, Georgia 30014

Office: 770-788-6363

**Proposal To:**

Jody Reid  
City of Oxford  
110 W. Clark Street  
Oxford, GA 30054

**Date:** March 19, 2024

**Job:** Cemetery Driveway Ext. to  
W. Richardson St.

**Proposal:** Grading and driveway

**Estimator: Tom Garrett**

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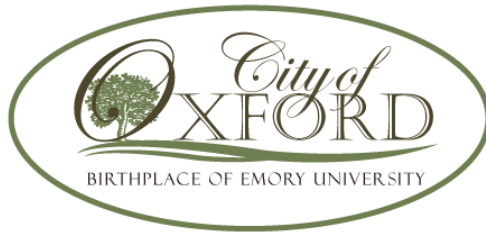
**\*This proposal represents the unit price summary for the referenced project.**

| Description   | Quantity | Unit | Unit Price   | Amount              |
|---|----------|------|--------------|---------------------|
| <b>I. Cemetery Driveway Extension</b>   |          |      |              |                     |
| 1 Grading for driveway (incl. removal of part of large stump), import fill & GAB for preparation of subgrade & #57 for pipe bedding | 1.00     | ls   | \$ 5,160.00  | \$ 5,160.00         |
| 2 Install 18" RCP in ditch along W. Richardson St - no end sections   | 1.00     | ls   | \$ 2,420.00  | \$ 2,420.00         |
| 3 Install 5" thk conc. driveway (approx. 60' x 8')  | 1.00     | ls   | \$ 4,865.00  | \$ 4,865.00         |
| 4 Backfill, clean up and grassing   | 1.00     | ls   | \$ 1,500.00  | \$ 1,500.00         |
|   |          |      | <b>Total</b> | <b>\$ 13,945.00</b> |

**II. Notes**

- Excludes:
  - Utility Relocation and/or Adjustments
- Excavation area within cemetery to be marked by City prior to work





## **NON-PERSONAL SERVICES CONTRACT**

### **Independent Service Provider Agreement**

This Agreement is made effective as of this date \_\_\_\_\_ by and between the City of Oxford, 110 West Clark Street, Oxford, Georgia 30054, and Burford's Tree, LLC, 80 Spring Branch Drive, Suite F, Alexandria, Alabama 36250. In this Agreement, the party who is contracting to receive the services shall be referred to as "the City of Oxford", and the party who will be providing the services shall be referred to as "Service Provider".

Therefore, the parties agree as follows:

#### **1. DESCRIPTION OF SERVICES.**

**Provide tree trimming and removal on City of Oxford rights-of-way at the rate of \$5,817.00 per linear mile of right-of-way.**

##### **Pruning objectives:**

- 1. Removed deadwood 2-inch diameter and larger within crown**
- 2. Remove damaged/rubbing branches, mistletoe**
- 3. Clearance pruning along streets as necessary for a minimum 14 ft. road clearance and/or for site visibility.**

**All debris should be chipped and removed from site.**

**All work must be completed and invoiced on or before June 30, 2024**

**2. PAYMENT.** The City of Oxford will pay compensation to Service Provider for the services listed above, not to exceed **\$50,000.00**. Compensation shall be payable upon completion of services of Service Provider and approval by the City of Oxford. Compensation shall be payable the first of the month following the month work was performed.

**NOTE: PLEASE FORWARD ALL INVOICES WITH ACCOMPANYING WAIVER/RELEASE TO MARCIA BROOKS, CITY CLERK/TREASURER WITH THE CITY OF OXFORD, GEORGIA AT THE ADDRESS BELOW:**

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

**3. WARRANTY.** The standard of care for all professional services performed or furnished by Service Provider under this Agreement will be the skill and care used by members of Service Provider's profession practicing under similar circumstances at the same time and in the same locality. Service Provider makes no warranties, express or implied, under this Agreement or otherwise, in connection with Service Provider's services.

4. **RELATIONSHIP OF PARTIES.** Service Provider is an independent Service Provider and neither Service Provider, Contractors employed by the Service Provider (if any), nor any of their agents are employees of the City of Oxford. Service Provider is responsible for the direction and supervision of its employees and Contractors and shall promptly remove any personnel who are not adhering to the terms of this Agreement. The City of Oxford will **not** provide fringe benefits, including health insurance, paid vacation, overtime, or any other employee benefit for the benefit of Service Provider. The Service Provider shall purchase and maintain insurance for claims covered under General Liability. This insurance shall be written by a company or companies approved by the City of Oxford, and for not less than One Million Dollars, (\$1,000,000.00). Certificates of such insurance shall be filed with the City of Oxford prior to the commencement of the service provided and upon the City of Oxford's request shall name same as an additional insured.

5. **INDEMNITY.** To the fullest extent permitted by law, Service Provider shall indemnify the City of Oxford, its officers, directors, partners, employees, and representatives from and against all losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Service Provider or Service Provider's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

6. **TERM/TERMINATION.** This Agreement shall be effective for a period of **Six (6) Months**, unless the City of Oxford provides 30 days written notice to Contractor prior to the termination of the applicable term.

7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia (excluding Choice of Law provisions). In performance of this Agreement, Service Provider will comply with all requirements of applicable state and local law, regulations and ordinances. Service Provider also agrees to abide by all) applicable rules and regulations of the City of Oxford.

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

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

**City of Oxford**

By: \_\_\_\_\_  
**David Eady, Mayor**

Attest: \_\_\_\_\_  
**Bill Andrew, City Manager**

Date: \_\_\_\_\_

**Service Provider:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

# CONDITIONAL WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA  
COUNTY OF NEWTON

The undersigned mechanic and/or materialman has been employed by City of Oxford, Contractor, to furnish all labor, equipment and supplies on property known as City of Oxford rights-of-way which are located in the City of Oxford, County of Newton, State of Georgia, and are owned by City of Oxford and more particularly described as follows:

Trees on rights-of-way owned by the City of Oxford.

Upon the receipt of the sum of \$\_\_\_\_\_ the mechanic and/or material man waives and releases any and all liens or claims of lien it has upon the foregoing described property through the date of \_\_\_\_\_ and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said building or premises.

Given under hand and seal, this: \_\_\_\_ day of \_\_\_\_\_, 2024.

BY: \_\_\_\_\_

Title/Office: \_\_\_\_\_

Sworn to and subscribed before me,

This: \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

BY: \_\_\_\_\_

Title/Office: \_\_\_\_\_

Sworn to and subscribed before me,

This: \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

**UNCONDITIONAL WAIVER  
AND RELEASE UPON FINAL PAYMENT**

**STATE OF GEORGIA  
COUNTY OF NEWTON**

The undersigned mechanic and/or material man has been employed by City of Oxford, Contractor, to furnish all labor and materials on property known as rights-of-way within the City of Oxford, County of Newton, State of Georgia, and are owned by City of Oxford, and more particularly described as follows:

Trees located along rights of way within the City of Oxford.

Upon the receipt of the sum of \$45,000.00 the mechanic and/or material man waives and releases any and all liens or claims of lien or any right against any labor and/or material bond it has upon the foregoing described property.

Given under hand and seal, this \_\_\_\_ day of \_\_\_\_\_,

BY: \_\_\_\_\_

Title/Office: \_\_\_\_\_

Sworn to and subscribed before me,

This: \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

BY: \_\_\_\_\_

Title/Office: \_\_\_\_\_

Sworn to and subscribed before me,

This: \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY  
AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS.  
THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN  
PAID. IF YOU HAVE NOT YET BEEN PAID, USE A CONDITIONAL RELEASE FORM**

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

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

**35990**

Federal Work Authorization  
User Identification Number

**11/10/2006**

Date of Authorization

**Burford's Tree, LLC**

Name of Contractor

**2024 Powerline Tree Pruning**

Name of Project

**City of Oxford**

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_(date) in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

CONTRACT

THIS AGREEMENT made this the 10th day of February, 2022, by and between the **CITY OF COVINGTON**, hereinafter called "Owner", and **Burford's Tree LLC**, a contractor doing business as a corporation of the City of Alexandria, County of Calhoun, and State of Alabama hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the scope of work as specified for the project entitled:

CITY OF COVINGTON, GEORGIA

2021-27

Electric Right-of-way Clearing

hereinafter called the "Project", for the sum of Five thousand eight hundred seventeen & 00 /100 Dollars (\$5,817) per linear mile of right-of-way and all extra work in connection therewith. Except as expressly set forth herein, the scope of the Project and terms and conditions of this agreement shall be the same as those set forth in the Owner's RFP # 2021-27 dated November 12, 2021, Revised January 13, 2022, attached hereto at Exhibit "A" and incorporated herein by reference. All work shall be performed at Contractor's own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in such RFP and Contractor's bid.

This contract shall be in effect for twelve (12) months with the option to renew for three (3) additional calendar years upon mutual agreement of both parties. Either party may terminate this contract with thirty days' notice without cause and without further obligation except for payment due for services prior to date of such termination.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner.

CONTRACT (Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract.

The Owner and Contractor may, at any time, as the need arises, order changes within the scope of the Project without invalidating this agreement. If such changes increase or decrease the amount due under this agreement, an equitable adjustment will be authorized by written Change Order. All such changes shall be in writing and signed by both parties to be effective. This provision shall not be deemed waived by conduct of the parties.

Contractor or his designee shall be responsible for acquiring any and all permits required for the Work. The City of Covington shall waive all fees on permits issued by the City of Covington. The City shall be responsible for fees associated with any necessary permitting which is outside of their purview and jurisdiction.

Contractor agrees to indemnify, and hold harmless the City, its council members, officers, and employees from and against any and all liability and damages, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the Contractor. Contractor's obligation to indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor further agrees to indemnify, and hold harmless the City, its council members, officers, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in the year and day first above mentioned.

ATTEST:

Audra M. Gutierrez  
City Clerk

Eve Chopla  
Witness

CITY OF COVINGTON

By: Steve Horton SEAL

Mayor  
Title

ATTEST:

Ray Ford  
Secretary

Bruce Owens  
Witness

By: EE With

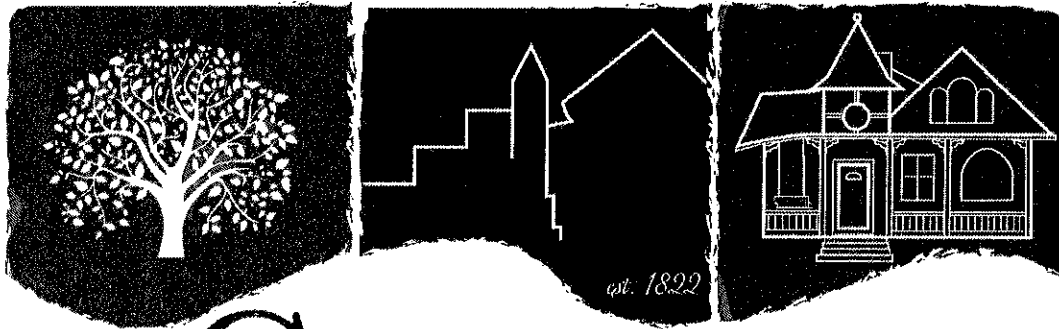
President  
Title



Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.





# COVINGTON

georgia

Request for Bid

**Electric Right-of-way Clearing Bid**

**#2021-27**

Release Date: November 12, 2021

Revised Date: January 13, 2022

City of Covington  
2194 Emory Street  
Covington, Georgia 30014



2194 EMORY STREET N.W. \* COVINGTON, GEORGIA 30014

Phone: (770) 385-2000

Fax: (770) 385-2060

Ronnie Johnston, Mayor

Leigh Anne Knight, City Manager

November 8, 2021

The City of Covington is accepting proposals for electric utility right-of-way clearing. Sealed proposals must be received by the Purchasing Department, Attn: Scott Cromer in City Hall by Thursday, December 16, 2021 at 10:00 am at which time the bids will be opened. A mandatory pre-bid meeting will be held on Monday, December 6, 2021 at 10:00 am at the council / court room located at 2116 Stallings Street NW, Covington, Georgia 30014.

The City of Covington will consider the competency and responsibility of bidders in making the award. City of Covington reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids and to award contracts in a manner consistent with the City and laws governing the State of Georgia.

#### **SCOPE AND SPECIFICATIONS**

Contractors are invited to submit a proposal to furnish all labor and equipment to preform tree & brush cutting removal services as specified in Exhibit "A" for the City of Covington.

Proposals are due to the City of Covington Purchasing Department attention Scott Cromer located at 2194 Emory Street NW, Covington, Georgia 30014 by 10:00 am on Thursday, December 16, 2021. If using United States Postal Service, please mail proposal to P.O. Box 1527 Covington, Ga 30015. UPS, Federal Express please use the physical address below No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to City of Covington for the premature opening of a proposal not properly addressed and identified.

Please submit an **original** and **one (1) copy** to:

City of Covington Purchasing Department

Marked: **#2021-27 Electric Right-of-way Clearing Bid**

Attention Scott Cromer

2194 Emory Street NW

Covington, Georgia 30014

## **SPECIAL TERMS AND CONDITIONS**

### **I. Contract Period:**

The contract shall be in effect for twelve (12) months with the option to renew for three (3) additional calendar years upon mutual agreement of both parties. Either party may terminate this contract with thirty days' notice without cause and without further obligation except for payment due for services prior to date of such termination.

### **II. Submission of Bids**

Proposals shall be enclosed in sealed envelopes, addressed to the City of Covington Purchasing Department with the name of the bidder, the date and hour of opening and marked "**2021-27 Electric Right-of-way Clearing Bid**". Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Any addenda should be enclosed in the sealed envelopes as well.

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.

City of Covington is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by City of Covington. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

### **III. Requirements**

The Owner reserves the right to refuse to issue any voucher and to direct that no payment shall be made to the contractor in case they have reason to believe that said contractor has neglected or failed to pay any subcontractor, material dealer, worker or employee for work performed on or about the project including work as set forth in these specifications, until the Owner is satisfied that such subcontractors, material dealers, worker, or employees have been fully paid. However, this provision shall not obligate the Owner to intervene in any claim.

The Contractor shall be responsible for all material and work until they are finally accepted by the Owner, and shall repair at his own expense any damage that they sustain before their final acceptance. The Contractor shall be responsible for all damages to the proportionate extent caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, to the proportionate extent caused by Contractor's negligent performance of the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Contractor has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

No roadway shall be closed or opened except by express permission of the Owner and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

The Contractor shall provide all necessary equipment in good repair. Any equipment not adapted for the work or in such repair as to be dangerous to the project or workers shall not be used.

The Contractor shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Contractor hereby assumes the obligation to indemnify and save harmless the Owner and Engineers including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, to the proportionate extent caused by Contractor's negligent performance of the work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

The contractor will be responsible for all traffic control and conform to the guidelines set forth by the Manual on Uniformed Traffic Control Devices, Part 6.

Care shall be exercised in construction operations to minimize erosion. Temporary sediment control structures will be erected according to the Erosion, Sedimentation and Pollution Control (ES&PC) plan. Also Contractor shall comply with the State of Georgia and any applicable local Regulations for erosion control.



# **CITY OF COVINGTON**

## **Invitation to Bid**

**#2021-27**

## **Electric Utility Right-of Way Clearing**

**November 8, 2021**

## ADVERTISEMENT FOR BIDS

The City of Covington is soliciting for sealed bids to furnish all labor and equipment to preform tree & brush cutting removal services for the electric utility right-of-ways.

A mandatory pre-bid meeting will be held on Monday, December 6, 2021 at 10:00 am at the council / court room located at 2116 Stallings Street NW, Covington, Georgia 30014.

Sealed proposals must be delivered to City Hall, 2194 Emory Street NW, Covington, GA 30014, Attn: Scott Cromer no later than 10:00am on Thursday, December 16, 2021.

Request for Bids and additional information may be obtained by accessing the request for proposals on the City's website at <https://www.cityofcovington.org/index.php?section=business-opportunities>

The City of Covington reserves the right to reject any and all bids /proposals.

**INTRODUCTION:**

Contractors are invited to submit a bid to furnish all labor and equipment to preform tree & brush cutting removal services for the electric utility right-of-ways as specified in Exhibit "A"

Instructions for preparation and submission of a bid are contained in this packet. Proposals must be typed or printed in ink.

The City of Covington provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by the City of Covington.

**CONTACT FOR THIS REQUEST:**

All questions regarding this RFP shall be made to Joel Smith at 770-385-2182 or [jsmith@cityofcovington.org](mailto:jsmith@cityofcovington.org)  
The City will post any/all Addenda", if applicable, on the City website, [www.cityofcovington.org](http://www.cityofcovington.org) under the business opportunities / bids section.

**BID COPIES FOR EVALUATION:**

**Two (2) hard copies** will be required for review purposes.

**CONTRACT TERM:**

The contract shall be in effect for twelve (12) months with the option to renew for three (3) additional calendar years upon mutual agreement of both parties. Either party may terminate this contract with thirty days' notice without cause and without further obligation except for payment due for services prior to date of such termination.

**CHANGE ORDERS:**

All change orders must be submitted in writing and approved by the City of Covington prior to any work being performed.

**DUE DATE:**

Sealed bids must be received by the City of Covington Purchasing Department, 2194 Emory Street NW, Covington, Georgia 30014 **by 10:00 A.M., local time on Thursday, December 16th 2021.** Bids received after this time will not be accepted.

**PRE-BID/BID MEETING:**

A mandatory pre-bid meeting will be held on Monday, December 6, 2021 at 10:00 am at the council / court room located at 2116 Stallings Street NW, Covington, Georgia 30014.

## **QUALIFICATIONS OF OFFERORS:**

Contractor and all subcontractors must obtain a business license in Georgia and provide a copy of that license with the submittal of their bid response. Bidder shall hold a current utility contractor license issued by the State of Georgia Construction Industry Licensing Board

Proposals will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude.

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

The **City** may make such investigations as it deems necessary to determine the ability of the **Bidder** to perform the work, and the **Bidder** shall furnish to the **City** all such information and data for this purpose as the **City** may request. The **City** reserves the right to reject any bid if the evidence submitted by, or investigation of, such **Bidder** fails to satisfy the **City** that such **Bidder** is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

## **INSURANCE:**

Contractor shall maintain the following minimum insurance, (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence; and (b) commercial automobile liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence, and property damage with no limits of no less than \$1,000,000 per accident, (c) statutory worker's compensation insurance, including \$1,000,000 employer's liability insurance

**Contractor shall include in their bid**, a certificate or policy of insurance evidencing Contractor's compliance with this paragraph with the City of Covington listed as the certificate holder. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

## **PERMITS:**

N/A

## **ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

A. The form must be signed by an authorized officer of the contractor or their authorized agent.

B. The form must be notarized.

C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the City and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits.



**GENERAL INFORMATION:**

**RECEIPT OF BID:**

No bids received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to City of Covington for the premature opening of a bid not properly addressed and identified.

**WITHDRAWAL OF BID:**

A bidder may withdraw their bid **before** the bid due date, without prejudice to the bidder, by submitting a written request of withdrawal to the City of Covington Purchasing Department.

Bids may not be withdrawn for a period of sixty (60) days from the due date.

**REJECTION OF BID:**

City of Covington may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with the City of Covington. Also, the right is reserved to waive any irregularities or informalities in any bid in the proposing procedure. The City of Covington shall be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various bidders.

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

The bidder may be required, upon request, to prove to the satisfaction of the City of Covington that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

**NON-COLLUSION AFFIDAVIT:**

By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid, and addenda, if any, will be deemed part of the contract.

**GOVERNING LAWS:**

This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

**ERRORS AND OMISSIONS:**

The vendor shall not take advantage of any errors or omissions in this Bid Request, and shall promptly notify the City of Covington of any omissions or errors found in this document.

### **TORT IMMUNITY:**

No officer, employee, or agent of the City acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

### **SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with City interpretation to prevail.

### **OPTION TO AUDIT**

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the City if officially requested, to be audited by a designated City auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

### **STANDARD INSTRUCTIONS:**

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by the City of Covington and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from the City of Covington. Failure to comply with the written specifications for this bid may result in disqualification by the City of Covington.
3. All goods and materials shall be F.O.B. Destination Covington, Georgia and no freight or postage charges will be paid by the City of Covington unless such charges are included in the bid price.
4. The following RFP# **2021-27 Electric Right-of-way Clearing Bid** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error. Bidder shall hold a current utility contractor license issued by the State of Georgia Construction Industry Licensing Board and shall bear the current license number on the outside of his bid envelope
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. The City of Covington accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 60 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to the City of Covington, the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.

8. The City of Covington reserves the right to accept a bid that is not the lowest price if, in the City's judgment, such bid is in the best interest of the City and the public. The City of Covington reserves the right to reject any and all bids.

9. Telephone, Telegraphic or Facsimile bids will not be accepted.

10. No sales tax will be charged on any orders. City of Covington is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by City of Covington. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

11. If applicable, completed questionnaires must be signed manually. The City of Covington reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.

12. If applicable, warranty information shall be provided.



## EXHIBIT "A"

### City of Covington Electric Dept.

The City of Covington is seeking competitive sealed bids on right-of-way clearing for nineteen (19) electric distribution circuits out of seven (7) substations. The City of Covington desires to engage a private tree trimming contractor to perform distribution line clearing and tree removal typical to electric distribution lines both in rural and urban environments. The nineteen (19) circuits referenced herein comprises approximately 430 linear miles of right-of-way. **Clearing must consist of a minimum of 108 linear miles and NOT TO EXCEED a maximum of 115 linear miles per twelve month calendar year.**

#### Introduction

The intent and purpose of this Request for Proposal (RFP) is to establish a contract with a qualified Contractor who can provide supervision, labor, equipment, traffic control, debris removal, and incidentals necessary to perform tree and brush cutting and removal services on various utility rights-of way, utility lines, and roadways in and around Covington, Georgia in accordance with the Scope of Services in this RFP.

#### Scope of Services and Standards of Work

##### Contractor obligations:

The Contractor is to supply labor, tools, and equipment specified as necessary to provide forces capable of independently performing line clearing along power lines belonging to the City of Covington. The Contractor will also make available a Giraffe tree trimming apparatus for areas on the system where conventional tree trimming is not possible. The Contractor will make a crew available as needed for emergency situations and storm duty on an hourly basis. All tree trimming work is to be accomplished in accordance with the directions of the designated representative of the City of Covington electric division, within the scope of this RFP.

##### Typical right-of-way:

A typical City of Covington right-of-way is twenty (20) feet in total width, with a conductor in the center. Some rights-of-way, especially in areas outside of the city limits, may be thirty (30) feet in total width. Joint use agreements with telephone/cable utilities exist, and unless directed by the City, electric right of- way maintenance shall include adequate clearance of all active overhead utilities utilizing the right-of way, including clearing vegetation from poles and guys.

Clearing of wood waste:

It shall be the financial and physical responsibility of the Contractor to daily dispose of all wood and wood products resulting from the pruning and removal process. The City shall supply a location to dispose of inert, clean wood waste or chippings.

Clearing distance:

All distribution line right-of-way must be cleared to a minimum of ten feet (10') from any energized conductor. Only side and top pruning are permitted with a minimum clearance of ten feet from the energized conductors. All overhanging limbs must be removed unless there are special unsafe conditions that would prevent removal. The final decision concerning leaving overhanging limbs will rest solely with the City.

Live tree removal:

Trees six inches (6") or less in diameter that will require pruning in future years shall be removed from the right-of-way, with the exception of low-growing trees (for example, dogwoods, redbuds, or ornamental trees) and landscape quality trees six inches (6") or less in diameter. In some cases, the City may have a customer agreement to leave tall-growing trees six inches (6") or less in diameter in the right-of-way. In these cases, all vegetation will be pruned for a minimum clearance of ten feet (10'). All trees larger than six inches (6") in diameter located in the right-of-way shall only be removed at the discretion of the City. Unless otherwise specified by the City, all cutting for existing-right-of-way clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum remaining height of four inches (4") for brush stubs and six inches (6") for tree stumps.

Dead tree removal:

All tall dead or dying trees located outside the pruning zone shall be removed if, in the sole opinion of the City, they present a hazard to the existing power lines.

Secondary conductors:

Secondary conductors shall be pruned a minimum of ten feet (10') from bare conductors and five feet (5') from conductors with weather-proof coating. The definition of a "secondary conductor" for tree pruning is as follows: Open three-wire or triplex conductors that carry current from the secondary side of a distribution transformer to a lift pole or poles serving more than one customer. Secondary conductors shall be pruned from the connection at the transformer to the last lift pole.

Street lighting conductors:

Street lighting conductors shall be pruned a minimum of five feet (5').

Service drops:

Service drops shall be pruned a minimum of five feet (5'). The definition of a "service drop" is as follows: Secondary conductors, which carry current from the secondary side of a distribution transformer to a single customer connection or from the last life pole serving more than one customer.

Order of work:

Circuit trimming shall begin at the substation and proceed in a logical, orderly manner unless another starting point is identified by the City. Contractor shall not skip around on the circuit area.

**Pricing**

Pricing is to be per linear mile and shall include all labor, material, and equipment to accomplish the right-of-way clearing as defined herein in this solicitation for bids. Additionally, the Contractor shall provide hourly pricing for requested emergency or storm duty. For clarification, the hourly rate for emergency services will be based off a Three (3) person crew which shall consist of one (1) foreman, one (1) trimmer and one (1) ground man. The equipment required shall consist of one (1) bucket truck, one (1) chipper truck and a minimum 12" chipper.

**Circuit maps**

Circuit maps shall be provided to Contractor for review prior to bid submission. Maps are available to be viewed free of charge during normal business hours. A copy of the circuit maps will be provided. A copy may be retained by the Contractor for its use in bidding and for no other purposes.

**Safety**

Job site activities shall at all times be conducted in accordance with applicable Federal, State and Local requirements to include but not limited to the National Electric Safety Code and the Georgia Department of Transportation Manual on Uniform Traffic Control Devices.

**Work Week / Hours of Operation**

The work week will coincide with the City of Covington's normal working hours. These hours are 7:00 AM to 5:00 PM, Monday through Friday, excluding holidays. The City observes ten holidays per year. The Contractor's hours of operation may be extended by approval of the City of Covington's designated representative, but in no cases shall the hours of operation be extended beyond the period of 7:00 AM to 7:00 PM, Monday through Friday.

**Damage to Facilities / Insurance Requirements**

The Contractor shall be responsible for damages by its forces to any City of Covington utility facilities or customer owned facilities. Furthermore, any damage to utility facilities not owned by the City of Covington but which may be attached to City of Covington utility poles through a valid joint use agreement shall be the responsibility of the Contractor. The Contractor shall submit proof of Comprehensive General Liability Insurance carried in the minimum amount of \$1,000,000 bodily injury and \$1,000,000 property damage. Proof of insurance must be submitted to the City of Covington prior to execution of the contract for services.

### **Supervision / Customer Notification**

The Contractor shall remain in close communication with the City of Covington designated representative. No work shall commence that has not been directed by the City of Covington designated representative. Contractor shall not respond to customer requests or make any representations to City of Covington customers, and instead shall refer such requests to the City's representative. Customer notification of work to be performed at or near customer premises shall be made by the City of Covington designated representative.

### **Contractor Employees**

All employees of the Contractor, while working or performing the line clearing activity of the City of Covington, will be required to wear uniform shirts and/or coats identifying them as employees of the Contractor. Employees will maintain a professional attitude toward the work being performed and toward any and all customer contacts incurred while working on the City of Covington's system.

### **Contractor Equipment**

All equipment used by the Contractor on the City of Covington's system shall be in good working condition and have a good general appearance. All safety systems shall be properly engaged and utilized by Contractor and its employees. It is required that the contractor currently have in their fleet or have immediate access to a bucket truck with a 75-foot working height when necessary.

### **Payment**

Invoices may be submitted by Contractor for payment at Contractor's discretion, but submissions shall be made no frequently than weekly. Payment terms for each invoice shall be "Net 30 Days" from the date the invoice is received by the City of Covington. Contractor shall invoice City based upon the "percentage of completion" method, with the percentage of completion determined by the footage or mileage of the electric circuit where work has been completed divided by the total footage or mileage of the circuit. Maps of each circuit shall be provided to the Contractor that delineates the linear footage of the circuits between spans.

### **Assignment**

No assignment, subcontracting, subletting, or transferring of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted without written approval of the City of Covington.

### **Term / Limitation of Time to Complete Work**

The contractor is expected to start work promptly after the execution of the contract. Work shall begin within 90 days of the execution date of the contract, and at a minimum a quarter of the system (~ 108 miles of line) and a maximum of (115 miles of line) shall be completed yearly.

### **Indemnification**

The Contractor agrees to and shall indemnify, defend and hold the City of Covington harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys' fees and costs of any suit

related thereto), suffered or incurred by the City to the proportionate extent, arising from or related to Contractor's negligent performance under this contract.

**References**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar right-of-way clearing work within the last 24 months. At least three (3) references shall be included with a contact name and telephone number.



**BID FORM**  
**#2021-27 Electric Right-of-Way Clearing**  
**City of Covington**

**PART I: Bid Summary**

Bidder agrees to furnish all equipment, materials and to perform all labor necessary for tree & brush cutting removal services as specified in exhibit "A" for the City of Covington for the price of:

\$ 5,817.00 Price per linear mile of right-of-way

\$ 145.03 Hourly rate for additional requested services of emergency or storm duty. (As specified in Exhibit "A")

The above pricing shown shall include all labor, materials, equipment, clearing, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that the City of Covington reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Covington in the form included in the Bid Documents to perform and furnish all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening.

SUBMITTED on December 16, 2021

BIDDER: Burford's Tree, LLC

By: 

Title: President

80 Spring Branch Dr. Ste F  
Alexandria, AL 36250  
Tel (256) 820-0481  
1-800-325-TREE (8733)  
FAX (256) 820-TREE (8733)



**Burford's Tree**

**Hourly Rate Sheet for City of Covington, GA, for 2022**

| <b><u>Classification</u></b> | <b><u>S/T Rate</u></b> | <b><u>O/T Rate</u></b> |
|------------------------------|------------------------|------------------------|
| Foreman                      | \$38.37                | \$55.25                |
| Trimmer                      | \$34.01                | \$48.97                |
| Ground Person                | \$28.20                | \$40.61                |
| Bucket Truck                 | \$25.30                | \$25.30                |
| Chipper Truck                | \$13.72                | \$13.72                |
| Chipper                      | \$ 5.43                | \$ 5.43                |

## Affidavit Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with the City of Covington, Georgia, I Ernest E. Mills. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

X I am a United States citizen

**OR**

         I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:                      Date

*Ernest E. Mills*                                      12/10/21

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
10<sup>th</sup> DAY OF December 20 21.

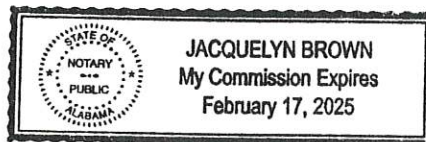
Printed Name:

Ernest E. Mills

\*

Alien Registration number for non-citizens

*Jacquelyn Brown*  
Notary Public  
My commission Expires:



**\*Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

**CITY OF COVINGTON**  
**NON-COLLUSION AFFIDAVIT OF CONTRACTOR**

State of Alabama )

County of Calhoun )

Ernest E. Mills, being first duly sworn, deposes and says that:

(1) He is President (owner, partner officer, representative, or agent) of Burford's Tree, LLC, the Vendor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Covington or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

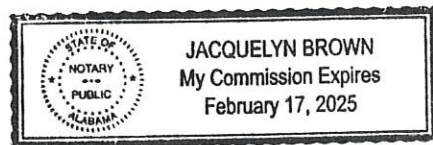
*EE Mills*  
(Signed)

President  
(Title)

Subscribed and Sworn to before me this 10<sup>th</sup> day of December, 2021

Name Jacquelyn Brown Jacquelyn Brown  
Title \_\_\_\_\_

Notary Public: My commission expires (Date)



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

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

630942088

*Federal Work Authorization User Identification Number*

11/10/2006

*Date of Authorization*

Burford's Tree, LLC

*Name of Contractor*

Electric Right-of-way Clearing

*Name of Project*

City of Covington (GA)

*Name of Public Employer*

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December, 10, 2021 in Alexandria (city), Alabama (state).

*EE Mills*

*Signature of Authorized Officer or Agent*

Ernest E. Mills - President

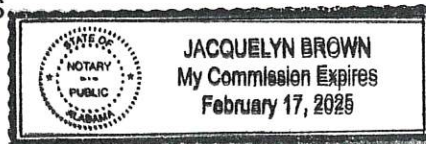
*Printed Name and Title of Authorized Officer or Agent*

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE 10th DAY OF December, 2021.

*Jacquelyn Brown*

NOTARY PUBLIC



My Commission Expires: \_\_\_\_\_

## BIDDER REFERENCE FORM

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar right-of-way clearing work within the last 24 months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Georgia Power Company

Contact Name: Scott Dawson

Contact Phone: 229-386-6702 Contact Email: stdawson@southernco.com

Date(s) of Services Rendered: 10/30/21 through 12/4/21

Brief Description of Specific Services Rendered: Side trim power lines for Georgia Power.

2. Company Name: Riviera Utilities

Contact Name: Josh Roberts

Contact Phone: 251-979-3063 Contact Email: jroberts@rivierautilities.com

Date(s) of Services Rendered: 6/1/20 through 3/26/21

Brief Description of Specific Services Rendered: Side trim power lines for Riviera Utilities.

3. Company Name: Duke Energy

Contact Name: Betsy Castro

Contact Phone: 407-415-5019 Contact Email: Betsy.Castro@duke-energy.com

Date(s) of Services Rendered: Current

Brief Description of Specific Services Rendered: Side trim power lines for Duke Energy.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

12/13/2021

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

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

|   |   |   |                      |
|---|---|---|----------------------|
| <b>PRODUCER</b><br>Aon Risk Services Central, Inc.<br>Philadelphia PA Office<br>One Liberty Place, Suite 1000<br>Philadelphia, PA 19103 | Aon Risk Services Central, Inc.<br>4 Overlook Point<br>Lincolnshire, IL 60069 | <b>CONTACT NAME:</b>                          |                      |
|   |   | <b>PHONE (A/C No, Ext):</b> 215-255-2000      | <b>FAX (A/C No):</b> |
| <b>INSURED</b><br>Burford's Tree, LLC<br>80 Spring Branch Dr., Suite F<br>Alexandria, AL 36250  |   | <b>INSURER(S) AFFORDING COVERAGE</b>          |                      |
|   |   | <b>INSURER A:</b> Greenwich Insurance Company |                      |
|   |   | <b>INSURER B:</b> XL Insurance America, Inc.  |                      |
|   |   | <b>INSURER C:</b>                             |                      |
|   |   | <b>INSURER D:</b>                             |                      |
|   |   | <b>INSURER E:</b>                             |                      |
|   |   | <b>INSURER F:</b>                             |                      |

**COVERAGES**

CERTIFICATE NUMBER: 2145096435

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER                           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | RGD300136004                            | 8/1/2021                | 8/1/2022                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> \$10,000 Medical                            |           |          | RAD943784004                            | 8/1/2021                | 8/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$  |           |          |   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | RWD300135504 (AOS)<br>RWR300135804 (AL) | 8/1/2021                | 8/1/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

City of Covington  
 2194 Emory Street  
 Covington, Georgia 30014

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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80 Spring Branch Drive  
Alexandria, Alabama 36250  
Tel (256) 820-0481  
1-800-325-TREE (8733)  
FAX (256) 820-TREE (8733)



December 10, 2021

City of Covington Purchasing Department  
Attn: Scott Cromer  
2194 Emory Street NW  
Covington, GA 30014

Mr. Cromer,

In response to your invitation to submit a proposal for Electric Right-of-way Clearing #2021-27, Burford's Tree, LLC is pleased to provide the attached quotation.

Below are changes to the terms and conditions, that we would like the opportunity to review, if we are chosen to perform the work requested.

1. Special T&C §III ¶12
  - Insert *"to the proportionate extent"* before *"caused by"* on line 3.
  - Change *"by reason of, or connected with"* to *"to the proportionate extent caused by Contractor's negligent performance of"* on line 6.
2. Special T&C §III ¶16
  - Change *"suffered through any cause whatsoever in the construction"* to *"to the proportionate extent caused by Contractor's negligent performance of the"* on line 5-6.
3. Exhibit A., Indemnification
  - Insert *"defend"* after *"indemnify"* on line 1.
  - Insert *"to the proportionate extent"* before *"arising from"* on line 3.

Sincerely,



---

Ernest E. Mills  
President



110 W. Clark Street  
Oxford, GA 30054  
Phone 770-786-7004  
Fax 770-786-2211  
www.oxfordgeorgia.org



Incorporated December 23, 1839

Mayor David S. Eady  
City Manager Bill Andrew  
City Clerk/Treasurer Marcia Brooks

May 2, 2024

To: David Eady  
Bill Andrew

From: Marcia Brooks

RE: Request to close Sinking Fund

This request is for authorization to close our United Bank Sinking Fund account and deposit the remaining balance into our Water/Sewer Capital Account. Per the City Council's instructions at their April 15, 2024 work session, I have transferred \$710,000 to the Water/Sewer Capital account. This leaves about \$10,000 remaining in the account.

The Sinking Fund was created at some time in the past when a GEFA loan was paid off. The City Council determined that the amount of the monthly payment should be placed in a reserve account. I am able to document activity in this account at least as far back as January 1, 2013. Given that this account serves the same purpose as the Water/Sewer Capital Account, I would like to eliminate one bank account and deposit all monthly payments going forward to the Water/Sewer Capital Account.

Approval Effective Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
David S. Eady, Mayor

Authorized Signature: \_\_\_\_\_  
Bill Andrew, City Manager

**RESOLUTION TO ADOPT A  
MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW  
CONNECTIONS TO THE SEWERAGE COLLECTION AND TREATMENT  
SYSTEM OF THE CITY OF OXFORD UNDER THE  
MUNICIPAL CODE OF OXFORD, GEORGIA**

WHEREAS, the City Council of Oxford, Georgia (“City Council”) under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of the City of Oxford to provide for and enact rules and regulations governing the use of utilities furnished by the City;

WHEREAS, the City of Oxford Charter empowers the City to regulate municipal utilities furnished by the City;

WHEREAS, the City Council exercised its authority to enact rules and regulations governing the use of utilities furnished by the City by adopting the “The Code of the City of Oxford, Georgia” (“City Code”) on 10/02/2006;

WHEREAS, Chapter 36, Article I of the City Code provides for the promulgation of regulations governing the use of utilities furnished by the City;

WHEREAS, the City Council has reviewed the current state of the utilities provided by the City as applied to new connections to the sewerage collection and treatment system of the City of Oxford, Georgia;

WHEREAS, the City Council has determined that, in its current state, the sewerage collection and treatment system of the City of Oxford may not effectively service its future customers at its current flow;

WHEREAS, the City Council has partnered, or is seeking to partner with the Newton County Water and Sewerage Authority (NCWSA) for a sewage flow and capacity study of the Turkey Creek Basin, and Dried Indian Creek Basin, which together comprise the entirety of the Service Area of the City of Oxford, Georgia, to determine if the current collection system and wastewater treatment plant capacity is adequate to future needs;

WHEREAS, the City Council has determined that new connections to the sewerage collection and treatment system of the City of Oxford, Georgia would not be advisable until the NCWSA study is complete;

WHEREAS, the City Council has determined that it is in the best interests of the citizens of Oxford, Georgia for the adoption of appropriate policies to protect the sewerage collection and treatment system of Oxford, Georgia and to address potential issues caused by an increase in flow; and

WHEREAS, the City Council desires to briefly control and prohibit the approval of applications for new connections to the sewerage collection and treatment systems of the City of Oxford until such time as appropriate measures can be accomplished to accommodate new connections;

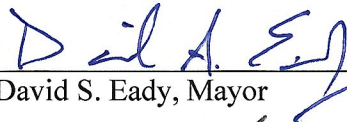
NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the City Council of Oxford, Georgia, and the following Resolution shall be and is hereby enacted, as follows:

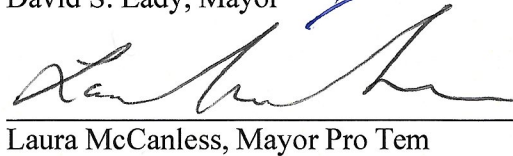
**Section 1: Enactment of a Moratorium on New Connections to the Sewerage Collection and Treatment System of Oxford, Georgia.** The City Council hereby adopts, for a period of one hundred eighty (180) days beginning on the date of adoption of this Resolution, a moratorium on the receipt, acceptance, consideration and approval of any applications for new connections to the sewerage collection and treatment systems of the City of Oxford., and enacts and directs any and all applicable personnel and agencies of Oxford, Georgia to enforce a moratorium on the same.

**Section 2: Duration.** The moratorium period shall commence on Tuesday, November 14, 2023 at 12:00 a.m. and shall terminate on Monday, May 13, 2024 at 11:59 p.m., unless further extended by the City Council.


**Section 3: Impact on Other Development Ordinances.** The provisions of this resolution shall not restrict or prohibit any other development of any real property except that specifically stated herein.

SO RESOLVED, this 13<sup>th</sup> day of November 2023.

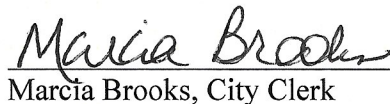
  
\_\_\_\_\_  
David S. Eady, Mayor

  
\_\_\_\_\_  
Laura McCanless, Mayor Pro Tem

  
\_\_\_\_\_  
Erik Oliver, Councilmember

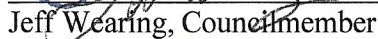
  
\_\_\_\_\_  
George Holt, Councilmember

ATTEST:

  
\_\_\_\_\_  
Marcia Brooks, City Clerk

  
\_\_\_\_\_  
Mike Ready, Councilmember

  
\_\_\_\_\_  
Jim Windham, Councilmember

  
\_\_\_\_\_  
Jeff Wearing, Councilmember



# Memorandum

To: Mayor and City Council  
From: Bill Andrew, City Manager  
Date: April 12, 2024  
RE: Recommendations for Sewer Moratorium

## Background for the Catova Creek Line

It should be noted that 12-inch Catova Creek sewer line has a physical capacity of 640,000 gpd

+75,000 gallons per day (gpd) is the treatment capacity Oxford has in the Catova Creek line from the July 28, 1995 Agreement with Covington

-36,900 gpd is in use (approximately)

38,100 gpd is available (at best\*)

-18,300 gpd is being purchased by Archer Aviation for Phase 1 (Phase 2 may add another 37,500 gpd)

19,800 gpd available

+18,000 gpd purchased from Covington

37,800 gpd available

## Recommendation for the Catova Creek Line

Due to Archer holding off on the purchase of their entire need of 55,800 gpd, the recommendation of staff would be to lift the moratorium on the Catova Creek Line. It should be noted that discussions in 2022 brought up a possible need for the Phillips Property of 90,000 gpd for homes and 40,000 gpd for industrial. Covington had indicated 300,000, now 282,000 gpd was available for purchase at \$22.00 per gallon.

\*The current sewer capacity/flow study should give us a solid idea of how much inflow and infiltration (I&I) is occurring. Inflow is the flow of precipitation into sanitary-sewer pipes through, for example, leaky manholes and gutter downspouts. Infiltration is the flow of groundwater into the same pipes through fractures, leaky joints, and other defects. Once we have a handle on the I&I, we will develop and plan on what works needs to be done and then design a corrective action plan.

## Background for the Turkey Creek Line

It appears the City of Oxford has 135,000 gpd in the Turkey Creek Line, which discharges to the Newton County Water and Sewerage Authority (NCWSA) Yellow River plant near Porterdale.

Emory University has an additional 85,000 gpd in this line. The NCWSA would like to combine these two entities under one allocation to the City of Oxford.

The flow study is necessary to learn what the capacity of the line and pump stations are currently and what loads they are handling. The flow monitoring equipment was pulled the week of March 25<sup>th</sup>. The engineers will need a month to process the data before it is ready for review. The report is planned for release around June 1<sup>st</sup>. Once the report is complete, we will have a clear picture of the next steps regarding available capacity and the need to purchase additional capacity for the City and Emory.

#### Recommendation for the Turkey Creek Line

Due to the need for more information, staff would recommend we extend the sewer moratorium until July 1, as June 17<sup>th</sup> will be our Work Session and July 1<sup>st</sup> will be our Regular Meeting.

**CITY OF OXFORD RESOLUTION NO.-  
2023-00?**

**RESOLUTION TO ADOPT AN EXTENDED  
MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW  
CONNECTIONS IN THE TURKEY CREEK BASIN, TO THE SEWERAGE  
COLLECTION AND TREATMENT SYSTEM OF THE CITY OF OXFORD  
UNDER THE  
MUNICIPAL CODE OF OXFORD, GEORGIA**

WHEREAS, the City Council of Oxford, Georgia (“City Council”) under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of the City of Oxford to provide for and enact rules and regulations governing the use of utilities furnished by the City;

WHEREAS, the City of Oxford Charter empowers the City to regulate municipal utilities furnished by the City;

WHEREAS, the City Council exercised its authority to enact rules and regulations governing the use of utilities furnished by the City by adopting the “The Code of the City of Oxford, Georgia” (“City Code”) on 10/02/2006?;

WHEREAS, ~~Section ?~~Chapter 36, Article I of the City Code provides for the promulgation of regulations governing the use of utilities furnished by the City;

WHEREAS, the City Council has reviewed the current state of the utilities provided by the City as applied to new connections to the sewerage collection and treatment system of the City of Oxford, Georgia;

WHEREAS, the City Council ~~has~~ determined, in November, 2023, that, in its current state, the sewerage collection and treatment system of the City of Oxford may not effectively service its future customers at its current flow;

WHEREAS, the City Council has partnered, ~~or is seeking to partner~~ with the Newton County Water and Sewerage Authority (NCWSA) for a sewage flow and capacity study of the Turkey Creek Basin, and Dried Indian Creek Basin, which together comprise the entirety of the Service Area of the City of Oxford, Georgia, to determine if the current collection system and wastewater treatment plant capacity is adequate to future needs;

WHEREAS, the City Council has subsequently received a satisfactory sewage flow and capacity study of the Catova Creek Basin (formerly identified as the Dried Indian Creek Basin), such that the City Council deems it advisable to permit the current Moratorium expire, as to that basin, as on Monday, May 13, 2024 at 11:59 p.m.;

WHEREAS, the sewage flow and capacity study of the Turkey Creek Basin, remains unfinished, such that the City Council remains unable, currently, to determine if the current collection system and wastewater treatment plant capacity is adequate to future needs in the Turkey Creek Basin;

WHEREAS, the City Council has determined that new connections in the Turkey Creek Basin, to the sewerage collection and treatment system of the City of Oxford, Georgia would not be advisable until the NCWSA study is complete;

WHEREAS, the City Council has determined that it is in the best interests of the citizens of Oxford, Georgia for the adoption of appropriate policies to protect the sewerage collection and treatment system of Oxford, Georgia and to address potential issues caused by an increase in flow in the Turkey Creek Basin; and

WHEREAS, the City Council desires to continue to briefly control and prohibit the approval of applications for new connections to the sewerage collection and treatment systems in the Turkey Creek Basin ~~or within~~ the City of Oxford, until such time as appropriate measures can be accomplished to accommodate new connections, by extending the current Moratorium as applied to Turkey Creek Basin;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the City Council of Oxford, Georgia, and the following Resolution shall be and is hereby enacted, as follows:

**Section 1: Enactment of a Moratorium on New Connections to the Sewerage Collection and Treatment System of Oxford, Georgia.** The City Council hereby adopts, and extends for a period of one hundred eighty (180) days beginning on the date of adoption of this Resolution, a moratorium on the receipt, acceptance, consideration and approval of any applications for new connections in the Turkey Creek Basin, to the sewerage collection and treatment systems of the City of Oxford., and enacts and directs any and all applicable personnel and agencies of Oxford, Georgia to enforce a moratorium on ~~receipt, acceptance, consideration and approval of any applications for new connections to the sewerage collection and treatment systems of the City of Oxford~~ the same.

**Section 2: Duration.** The moratorium period shall commence on Tuesday, May 14, 2024 ~~Monday, November 6, 2023~~ at 12:00 a.m. and shall terminate on Wednesday ~~Thursday, November~~ May 136, 2024 at 11:59 p.m., unless further extended by the City Council.

**Section 3: Impact on Other Development Ordinances.** The provisions of this resolution shall not restrict or prohibit any other development of any real property except that specifically stated herein.

SO RESOLVED, this 6<sup>th</sup> day of ~~May, November~~ 2024.

---

David S. Eady, Mayor

---

Jim Windham, Mayor Pro Tem

---

Erik Oliver, Councilmember

---

George Holt, Councilmember

---

Laura McCanless, Councilmember

---

Mike Ready, Councilmember



ATTEST:

---

Marcia Brooks, City Clerk

DRAFT

**CITY OF OXFORD RESOLUTION**

**NO. 2024-001**

**RESOLUTION TO ADOPT AN EXTENDED MORATORIUM ON  
THE ACCEPTANCE OF APPLICATIONS FOR NEW  
CONNECTIONS IN THE TURKEY CREEK BASIN, TO THE  
SEWERAGE COLLECTION AND TREATMENT SYSTEM OF  
THE CITY OF OXFORD UNDER THE MUNICIPAL CODE OF  
OXFORD, GEORGIA**

WHEREAS, the City Council of Oxford, Georgia (“City Council”) under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of the City of Oxford to provide for and enact rules and regulations governing the use of utilities furnished by the City;

WHEREAS, the City of Oxford Charter empowers the City to regulate municipal utilities furnished by the City;

WHEREAS, the City Council exercised its authority to enact rules and regulations governing the use of utilities furnished by the City by adopting the “The Code of the City of Oxford, Georgia” (“City Code”) on 10/02/2006;

WHEREAS, Chapter 36, Article I of the City Code provides for the promulgation of regulations governing the use of utilities furnished by the City;

WHEREAS, the City Council has reviewed the current state of the utilities provided by the City as applied to new connections to the sewerage collection and treatment system of the City of Oxford, Georgia;

WHEREAS, the City Council determined, in November, 2023, that, in its current state, the sewerage collection and treatment system of the City of Oxford may not effectively service its future customers at its current flow;

WHEREAS, the City Council has partnered with the Newton County Water and Sewerage Authority (NCWSA) for a sewage flow and capacity study of the Turkey Creek Basin, and Dried Indian Creek Basin, which together comprise the entirety of the Service Area of the City of Oxford, Georgia, to determine if the current collection system and wastewater treatment plant capacity is adequate to future needs;

WHEREAS, the City Council has subsequently received a satisfactory sewage flow and capacity study of the Catova Creek Basin (formerly identified as the Dried Indian Creek Basin), such that the City Council deems it advisable to permit the current Moratorium expire, as to that basin, as on Monday, May 13, 2024 at 11:59 p.m.;

WHEREAS, the sewage flow and capacity study of the Turkey Creek Basin, remains unfinished, such that the City Council remains unable, currently, to determine if the current collection system and wastewater treatment plant capacity is adequate to future needs in the Turkey Creek Basin;

WHEREAS, the City Council has determined that new connections in the Turkey Creek Basin, to the sewerage collection and treatment system of the City of Oxford,

Georgia would not be advisable until the NCWSA study is complete;

WHEREAS, the City Council has determined that it is in the best interests of the citizens of Oxford, Georgia for the adoption of appropriate policies to protect the sewerage collection and treatment system of Oxford, Georgia and to address potential issues caused by an increase in flow in the Turkey Creek Basin; and

WHEREAS, the City Council desires to continue to briefly control and prohibit the approval of applications for new connections to the sewerage collection and treatment systems in the Turkey Creek Basin within the City of Oxford, until such time as appropriate measures can be accomplished to accommodate new connections, by extending the current Moratorium as applied to Turkey Creek Basin;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the City Council of Oxford, Georgia, and the following Resolution shall be and is hereby enacted, as follows:

**Section 1: Enactment of a Moratorium on New Connections to the Sewerage Collection and Treatment System of Oxford, Georgia.** The City Council hereby adopts, and extends for a period of one hundred eighty (180) days beginning on the date of adoption of this Resolution, a moratorium on the receipt, acceptance, consideration and approval of any applications for new connections in the Turkey Creek Basin, to the sewerage collection and treatment systems of the City of Oxford., and enacts and directs any and all applicable personnel and agencies of Oxford, Georgia to enforce a moratorium on the same.

**Section 2: Duration.** The moratorium period shall commence on Tuesday, May 14, 2024 at 12:00 a.m. and shall terminate on Wednesday, November 13, 2024 at 11:59 p.m., unless further extended by the City Council.

**Section 3: Impact on Other Development Ordinances.** The provisions of this resolution shall not restrict or prohibit any other development of any real property except that specifically stated herein.

SO RESOLVED, this 6<sup>th</sup> day of May, 2024.

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David S. Eady, Mayor

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Jim Windham, Mayor Pro Tem

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Erik Oliver, Councilmember

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George Holt, Councilmember

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Laura McCanless, Councilmember

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Mike Ready, Councilmember

ATTEST:

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Marcia Brooks, City Clerk

**City of Oxford**  
**Invoices >=\$1,000**  
**Paid April 2024**

| VENDOR   | DESCRIPTION  | AMOUNT     |
|--|--|------------|
| <b>RECURRING CHARGES</b>                       |  |            |
| City of Covington                              | Quarterly sewer charges – January – March 2024   | 9,348.00   |
| Newton County Water & Sewerage Authority       | Sewer Treatment Fees and Plant Maintenance, 2/28/2024 – 3/27/2024  | 7,888.28   |
| Newton County Board of Commissioners           | Water Purchased for Resale – March 2024; Invoice #3214   | 16,186.00  |
| Georgia Municipal Association                  | GMEBS Life and Health Insurance - May 2024; Invoice #347875  | 15,417.54  |
| Georgia Municipal Association                  | GIRMA Property & Liability Renewal 5/1/2024-4/30/2024  | 62,919.00  |
| Municipal Electric Authority of Georgia (MEAG) | Monthly Electric Purchases for March 2024  | 88,299.38  |
| Electric Cities of Georgia                     | Consulting and planning services for April 2024  | 5,984.00   |
| U.S. Dept. of Treasury                         | Federal Payroll Taxes, April 2024  | 23,830.71  |
| Courtware Solutions                            | Licensing, support and maintenance for Municipal Court case management – March 2024  | 1,200.00   |
| VC3, Inc.                                      | Replace computer – Jody Reid   | 1,429.00   |
| Latham Home Sanitation                         | Residential and Commercial Waste Removal Services - March 2024   | 10,263.75  |
| U.S. Department of Energy                      | SEPA Energy Cost<br>January 2024 – Invoice # B-24-0911 – 3,608.89<br>February 2024 – Invoice # B-24-1181 – 2,866.41<br>March 2024 – Invoice # B-24-1451 – 3,223.80           | 9,699.10   |
| <b>PURCHASES/CONTRACT LABOR</b>                |  |            |
| C. David Strickland, P.C.                      | Legal services, March 2024   | 2,980.50   |
| Freeman Law Firm, LLC                          | Municipal Court Solicitor services, November 2023-March 2024   | 1,800.00   |
| Keck & Wood                                    | Emory Street Sidewalks, Phase II services, January 28 - March 2 2024 – 5,500.00<br>Emory Street/E. Wade Street Drainage Improvements – January 28 – March 2, 2024 – 4,772.50 | 10,272.50  |
| Over and Under General Contractors, Inc.       | Emergency Call – replace transformer at Oxford Baptist Church; Invoice #15866  | 1,567.85   |
| Scarborough Tree, Inc.                         | 4/22/2024 removal of 15 Bradford pear trees with stump grinding  | 6,000.00   |
| Cintas   | Uniform Services for Public Works Dept., March 2024  | 1,398.84   |
| Covington Ford                                 | Vehicle Repairs – 2013 Taurus Police Vehicle; Invoice # 60967 – 5,279.53<br>Vehicle Repairs – 2022 Ford Explorer Police Vehicle; Invoice #63098 – 1,257.40                   | 6,536.93   |
| Big and Heavy Equipment Service                | Repairs – Chipper Truck; P.O. #15601   | 2,884.64   |
| AtkinsRealis                                   | Conceptual Planning/Trail Alignment – 3 Trails Project – Inv. #2012260 – 16,277.07<br>Whatcoat Street Improvements – Invoice #2014125 – 8,644.50                             | 24,921.57  |
| Peach State Construction Co., LLC              | Emory Street Sidewalk Construction (North)<br>Pay App #2 – 11/26/2023-1/24/2024 – 228,639.42<br>Pay App #3 – 1/25/2024 – 3/4/2024 – 344,146.93                               | 572,786.35 |
| Designed Installations                         | Pierce St. asphalt repair; Invoice #215-39-24  | 9,480.00   |
| Vanasse Hangen Brustlin, Inc.                  | Sewage Spill Monitoring for sewage spill on Turkey Creek   | 1,563.75   |
| Utility Service Co., Inc.                      | Quarterly water tank monitoring – Jan.-March 2024  | 3,903.28   |