



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
ORGANIZATIONAL MEETING AND REGULAR SESSION  
MONDAY, JANUARY 6, 2024 – 7:00 PM  
CITY HALL**

**ELECTED OFFICIALS PRESENT:**

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

**APPOINTED/STAFF PRESENT:**

Bill Andrew – City Manager  
Marcia Brooks – City Clerk/Treasurer  
David Strickland – City Attorney  
Mark Anglin – Police Chief  
Steven Hathorn – Municipal Court Judge  
Cheryl Freeman – Municipal Court Solicitor

**ELECTED OFFICIALS NOT PRESENT:**

Laura McCanless – Councilmember

**OTHERS PRESENT:** None.

1. The meeting was called to order by Marcia Brooks, City Clerk. Ms. Brooks administered the oath of office to Steven Hathorn, Municipal Court Judge.
2. **Organizational Meeting**
  - a. The Honorable Steven Hathorn administered the Oath of Office to Mayor David S. Eady, and Councilmembers George Holt, Mike Ready, Erik Oliver, Jeff Wearing and Jim Windham.
  - b. The Honorable Steven Hathorn administered the Oath of Office to David Strickland, City Attorney, Cheryl Freeman, Municipal Court Solicitor, Marcia Brooks, City Clerk/Treasurer, and Mark Anglin, Police Chief.
  - c. **Jeff Wearing made a motion to appoint Erik Oliver as Mayor Pro-Tem for 2025. Mike Ready seconded the motion. The motion was approved unanimously (6/0).**
3. **Erik Oliver made a motion to accept the Agenda for the January 6, 2025 Mayor and Council Organizational Meeting and Regular Session. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).** (Appendix A)
4. **Erik Oliver made a motion to approve the Consent Agenda. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**
5. **Mayor's Report**

Mayor Eady announced that the January Work Session is moved to January 21, 2025 due to the MLK, Jr. Holiday. He also encouraged attendance at the MLK, Jr. Celebration Oxford College will hold at Old Church on January 22, 2025 at 7:30 pm.

He informed the Councilmembers about the change in price for powerline tree trimming by Burford Tree. The contract price has increased by 6.5%.

**Erik Oliver made a motion to amend the agenda to include a vote on the Burford Tree contract. Mike Ready seconded the motion. The motion was approved unanimously (6/0).**

**Erik Oliver made a motion to increase the total amount paid to Burford Tree for powerline tree trimming in FY 2025 by 6.5%, changing the total from \$50,000 to \$53,250. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**

Mayor Eady announced that Asbury Street Park has been voted the best park in Newton County by readers of Covington News for 2025.

The Police Department will be holding a Community Meeting January 9, 2025 at 6:30 pm.

**6. Citizen Concerns**

Erik Oliver expressed concern about cleaning up the growth along the sewage easement from W. Clark Street to the arch bridge on the trail.

**7. 2025 Georgia Forestry Commission (GFC) Trees Across Georgia (TAG) Grant (Appendix B)**  
**A motion was made by Jim Windham to authorize Mayor Eady to accept the TAG Grant for 2025. The motion was seconded by Erik Oliver. The motion was approved unanimously (6/0).**

**8. Task Order from Carter & Sloope for Issuance and Management of a RFP for Smart Meters (Appendix C)**  
**A motion was made by Erik Oliver to authorize Mayor Eady to accept the Task Order from Carter & Sloope. The motion was seconded by Mike Ready. The motion was approved unanimously (6/0).**

**9. Safe Streets and Roads for All (SS4A) Grant Application (Appendix D)**  
**A motion was made by Erik Oliver to authorize Mayor Eady to contract with the Northeast Georgia Regional Commission (NEGRC) to apply for the grant. The motion was seconded by Mike Ready. The motion was approved unanimously (6/0).**

**10. Code of Ordinance amendment – Section 12-20 – SECOND READING/APPROVAL (Appendix E)**  
**A motion was made by Erik Oliver to accept the second reading of the amendment to City of Oxford Ordinance 12-20 and approve it as final. George Holt seconded the motion. The motion was approved unanimously (6/0).**

**11. City Hall Landscape Proposal (Appendix F)**  
**Mike Ready made a motion to approve the City Hall landscape proposal from Shades of Green Permaculture. Erik Oliver seconded the motion.**

Discussion:

Jeff Wearing asked if Public Works will have to do a lot of work to maintain the design once installed. Mayor Eady stated the intent of the design was to make it low maintenance. Mr. Wearing also asked if mulch would be placed around the trees to keep them looking good. Mayor

Eady stated no mulch around the trees is contemplated. Plants will replace the mulch that is used now, and the water hose piping will be replaced. Mr. Wearing stated he just wants it to continue to look nice in the coming years after the investment is made by the City. Erik Oliver added that the trees will need to be periodically fertilized.

Mayor Eady stated that Public Works could take on those responsibilities or a contract for maintenance could be executed. He suggested that the City Council approve the plan and get some clarification from the vendor on what level of maintenance is needed, then address that issue in a future work session.

**The motion carried (5/1) with Jim Windham voting Nay.**

12. **Invoices (Appendix G)**

The Mayor and City Council reviewed invoices paid in December 2024 for \$1,000 or more.

13. **Executive Session**

None

14. **Adjourn**

**Jim Windham made a motion to adjourn at 7:37 p.m. Jeff Wearing seconded the motion. The motion was approved unanimously (6/0).**

Respectfully Submitted,



Marcia Brooks  
City Clerk/Treasurer

**OXFORD MAYOR AND COUNCIL  
ORGANIZATIONAL MEETING REGULAR SESSION  
JANUARY 6, 2025 – 7:00 P.M.  
CITY HALL – 110 W. CLARK ST. OXFORD, GA 30054  
A G E N D A**

**1. Call to Order – City Clerk Marcia Brooks**

- a. \*Oath of Office for Municipal Court Judge Steven A. Hathorn, administered by City Staff, State of Georgia Notary Public

**2. Organizational Meeting – Judge Steven A. Hathorn presiding.**

- a. Oath of Office for Mayor and Councilmembers continuing to serve:
  - i. David S. Eady – Mayor
  - ii. Erik Oliver – Post 1
  - iii. George Holt – Post 2
  - iv. Laura McCanless – Post 3
  - v. Mike Ready – Post 4
  - vi. Jim Windham – Post 5
  - vii. Jeff Wearing – Post 6
- b. Mayor and Council Appointment and Oath for the Administrative Officers continuing to serve:
  - i. \*C. David Strickland, PC – City Attorney
  - ii. \*Cheryl Freeman – Municipal Solicitor
  - iii. Marcia Brooks – City Clerk/Treasurer
  - iv. Mark Anglin – Chief of Police
- c. **\*Mayor Pro-Tem for 2025** – The current Mayor Pro Tem is Erik Oliver and he has generously agreed to serve within this capacity.

**2. Motion to accept the Agenda for the January 6, 2025 Mayor and Council Regular Meeting.**

**3. Consent Agenda:**

- a. \*Minutes of the City Council Regular Session on December 9, 2024
- b. \*Minutes of the City Council Work Session on December 16, 2024
- c. \*2025 City Council Meetings Schedule and City Holidays
- d. Approval of Qualifying Fees for 2025 Municipal Election – The deadline to set these fees is February 1, 2025. The qualifying fees are determined by Georgia State Law as being 3% of the annual salary for each council post or \$144.00.

**4. Mayor's Report:**

- a. Please note, the next Work Session will be held on Tuesday, January 21. It has been moved to accommodate the MLK, Jr. Holiday on Monday, January 20. The Old Church

will be hosting the Oxford College – MLK, Jr. Celebration at 7:30 PM on Wednesday, January 22.

**5. Citizen Concerns**

- 6. \*Authorization the Mayor to Accept the 2025 Georgia Forestry Commission (GFC) - Trees Across Georgia Grant:** The City has received a grant of \$75,150 (U.S. Inflation Reduction Act Funding through the (GFC)) to restore the riparian environment around Catova Creek. Due to serving an economically distressed area, this funding does not require a match. This work is to be completed by January 31, 2026. The removal of the invasive plants and subsequent native plant restoration will improve the environment for the stream corridor and the experience while using the Catova Creek Trail.
- 7. \*Authorization for the Mayor to Accept the Task Order (TO) from Carter & Sloope for Smart Meters:** Through this TO, Carter & Sloope would oversee the bidding for water and electric smart meters, the bidding for the installation of the meters, assist in the management of the construction and installation of the meters, and verify all meters are working correctly. The total TO cost is \$95,800. The City has budgeted \$300,000 for this project. It is likely more funds will be necessary in FY 2026 to complete this project.
- 8. Authorization for Mayor Eady to Contract with the Northeast Georgia Regional Commission (NEGRC) to Apply for Safe Streets and Roads for All (SS4A) Grant:** NEGRC has agreed to this assist with this application for a standard fee of \$1,500. In my recent discussion with Brian Bolick and John Boudreau (AtkinsRéalis) it was suggested we consider applying for SS4A funds for a Planning and Demonstration Grant to align all of our traffic and street signage with the Manual on Uniform Traffic Control Devices (MUTCD) and create a plan to tie together our bike/pedestrian facilities with the new SR 81 bridge and fully integrate the schools, employment centers, public service facilities, and shopping in the area. This would include a wayfinding plan. The Notice for Funding Opportunity is due out in March 2025 and NEGRC has indicated they could assist with the application. See <https://www.transportation.gov/grants/SS4A> for more information on the grant. This plan of action would not result in new signage being installed; however, we would be able to apply for substantial implementation funds in 2026 and our \$20,000 would go much further in planning a larger scope of action. This federal grant would require bids for all planning and design.
- 9. \*Second Read of an Ordinance to Amend the Oxford Code of Ordinances to align with House Bill 456:** HB 456 passed the Georgia General Assembly in 2024 and requires the following changes:

**Sec. 12-20. Appointment and qualifications of judge.**

The Mayor and City Council are authorized to appoint a judge of the Municipal Court, who shall serve a two-year term upon appointment. Any person appointed as a judge shall possess such qualifications and shall receive such compensation as shall be fixed by the Mayor and City Council and ~~shall serve at the pleasure of the governing authority,~~ upon appointment, shall serve until a successor is appointed, or if the judge is removed

**from office as provided in Code Section 36-32-2.1. Such term shall be memorialized in a written agreement between such individual and the City of Oxford.**

**10. Authorization for the City to Proceed with the City Hall Landscape Proposal from Shades of Green:** At the last Work Session, the Council indicated a desire to move forward with “Section B” of the proposal. This proposal reflects that effort. Please note, City staff will look into the possibility of removing the Indian Hawthorn bushes and the metal edging in order to save costs. The City budgeted \$50,000 for this project and has spent \$5,329, leaving \$44,671 available. In addition to the costs associated with the landscaping, staff are pursuing information on what the total costs will be for repairing the City Hall cistern.

**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

# STEVEN A. HATHORN

2104 Usher Street  
P. O. Box 1946  
Covington, Georgia 30015  
(770) 786-8595  
(steveuga1957@gmail.com)

December 4, 2023

Ms. Marcia Brooks, City Clerk,  
Ms. Stacey Mullens, Deputy Clerk

Hand Delivery

City of Oxford  
110 W. Clark Street  
Oxford, Georgia 30054

RE: Request for Appointment;  
Service as Municipal Judge; 2025-2026

Dear Madam Clerks:

Please allow this letter to serve as my written request to be reappointed as Oxford's Municipal Judge for the 2025 and 2026 calendar years. I have served as your Municipal Judge since 1996, and I wish to continue as your Judge if approved. My rate of compensation shall, presumably, remain at its current level, as amended July 1, 2022.

The position of Municipal Judge is created under the City of Oxford's charter as approved by the Georgia Legislature and I have happily served in that capacity for almost 28 years. As such, I have never provided proof of independent liability insurance (as would a vendor), but have previously been provided proof that I was covered by the city's general liability policy(s). ( In fact, I know of no insurance company which offers or issues insurance to attorneys who are part time judges, to cover their judicial duties.)

I will execute another contract of employment, as recommended by the Georgia Council of Municipal Court Judges. The agreement I sign will be similar in form as last year and incorporate the provisions of O. C. G. A. Sec.36-32-2.2; and will contain appropriate recitals regarding qualifications, duties, term, compensation, status, certification, continuing education, dues and subscriptions, and removal. The contract would be in compliance with recent changes in Georgia law, thus providing for a two year term, running January 1, 2025-December 31, 2026.

I thank you both, along with the Mayor and Council, for this opportunity to continue to serve the City.

If there are any questions or concerns, please contact me..

I remain . . .

Sincerely,

SAH/sah

STEVEN A. HATHORN, Judge

Steven A. Hathorn

SAH/jph

CC: Bill Andrew, City Manager



**STRICKLAND & STRICKLAND, LLP**  
*Attorneys at Law*

*Charles D. Strickland (1962-2019)*  
*C. David Strickland, P.C.*

*david.strickland@strickland-law.com*

*1138 Conyers Street, SE*  
*Covington, Georgia 30014-2851*

*Established 1962*

*Post Office Box 70*  
*Covington, Georgia 30015-0070*

*Telephone (770) 786-5460*  
*Facsimile (770) 786-5499*

December 3, 2024

Hon. David S. Eady, Mayor  
Mr. Bill Andrew, City Manager  
City of Oxford  
110 West Clark Street  
Oxford Georgia 30054-2274

**Re: Reappointment as City Attorney.**

Gentlemen,

I would like to respectfully request you and the City Council to consider my continuing as City Attorney for Oxford for the next year; I would be glad to do so under same terms as the current year. If the City is amenable, please list the appointment as **C. David Strickland (C. David Strickland, P.C.)**.

If I can be of further assistance, please call.

Sincerely,



C. David Strickland, PC

# FREEMAN

L A W F I R M L L C

1182B Washington Street  
Covington, Georgia 30014

Phone: (404) 955-8183

Fax: (404) 373-3990

cheryl@cfreemanlaw.com

December 5, 2024

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

**RE: City of Oxford Solicitor Position**

Dear Mr. Andrew:

I am writing to express my continued interest in the Solicitor position with the City of Oxford. I have enjoyed working with everyone and I would like to continue in my role as the solicitor if the City would have me. Please let me know if you need anything further from me.

Very truly yours,



Cheryl R. Freeman  
Attorney at Law

## **MAYOR PRO-TEMS (2005-PRESENT)**

2024 Erik Oliver  
2023 Laura McCanless  
2022 Mike Ready  
2021 George Holt  
2020 Jim Windham  
2019 Jeff Wearing  
2018 Jim Windham  
2017 Mike Ready  
2016 George Holt  
2015 Sarah Davis  
2014 Lyn Pace  
2013 Terry Smith  
2012 David Eady  
2011 Frank Davis  
2010 Sue Dale  
2009 Jim Windham  
2008 George Holt  
2007 Hoyt Oliver  
2006 William Murdy  
2005 Emma Lou Patterson

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

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



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION  
MONDAY, DECEMBER 9, 2024 – 7:00 PM  
CITY HALL  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

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

**APPOINTED/STAFF PRESENT:**

Bill Andrew – City Manager  
Stacey Mullen – Deputy City Clerk  
Mark Anglin – Police Chief  
David Strickland – City Attorney

**OTHERS PRESENT:** Jane Fadeley, Joyce Vodar

1. The meeting was called to order by the Honorable David Eady, Mayor.
2. **Erik Oliver made a motion to accept the agenda for the December 9, 2024 Mayor and Council Regular Meeting. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).** (Attachment A)
3. **Laura McCanless made a motion to approve the Consent Agenda. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).** (Attachment B)
4. **Mayor's Report**  
Mayor Eady shared information received at the UGA Georgia Economic Outlook.
5. **Citizen Concerns**  
Jane Fadeley and Joyce Vodar came before the City Council with several questions and concerns each regarding various City matters.
6. **Second Extension of Turkey Creek Sewer Moratorium** (Attachment C)  
**Laura McCanless made a motion to approve the extension of the Turkey Creek Sewer Moratorium to 7/7/2025. Jim Windham seconded the motion. The motion was approved unanimously (7/0).**
7. **MOA for Preliminary Engineering from GDOT for Catova Creek Trail** (Attachment D)  
**Mike Ready made a motion to approve the MOA with GDOT for Preliminary Engineering for the Catova Creek Trail. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

8. **First Read of Ordinance to Amend Sec. 12-20 of the Oxford Code of Ordinances to align with House Bill 456 (2024)** (Attachment E)  
No votes were taken.
9. **Updated Oath for Oxford Police Officers** (Attachment F)  
**Erik Oliver made a motion to approve the updated Police Officer Oath. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**
10. **Task Order from AtkinsRealis for a Sign Inventory and Traffic Control Plan** (Attachment G)  
**Erik Oliver made a motion to approve the Task Order with AtkinsRealis. Mike Ready seconded the motion.**

Discussion:

Laura McCanless – would like two more bids. She believes the cost is excessive considering the return.

Jim Windham – Would like more clarification in the scope, especially regarding definitions. Some of the text in the scope is confusing.

Laura McCanless – The deliverables being proposed are not within the scope of the \$20,000 that was included in the FY 2025 Capital budget.

**The motion failed to carry (3/4). Jim Windham, George Holt, Laura McCanless and Jeff Wearing voted Nay.**

Mayor Eady entertained a motion to work on clarification of terms in the scope and seek at least three bids for the work.

Jim Windham proposed having two separate votes, with the vote for clarifying the scope first. Clarification of the scope may resolve the question of cost. Bill Andrew added that there are advantages to dealing with the same firm for successive steps in a project. Erik Oliver stated he believes the task order is pretty clear and the cost is not too high.

Mayor Eady stated that no vote is needed. The scope will be clarified for the January regular session.

11. **Resolution to Amend the City's Comprehensive Plan** (Attachment H)  
**Laura McCanless made a motion to approve the resolution to amend the City's Comprehensive Plan. George Holt seconded the motion. The motion was approved unanimously (7/0).**
12. **Resolution to Amend the City's Financial Policies** (Attachment I)  
**Mike Ready made a motion to approve the resolution to amend the City's Comprehensive Plan. Erik Oliver seconded the motion. The motion was approved unanimously (7/0).**
13. **Resolution to Add Membership in PTSD Fund to GIRMA Liability Policy** (Attachment J)  
**Jim Windham a motion to approve the resolution to add membership in the PTSD Fund to the City's GIRMA Liability Policy for the Diagnosis Benefit and the Disability Benefit for a total cost of \$592.00 per year. Erik Oliver seconded the motion. The motion was approved unanimously (7/0).**

14. **FY 2025 Cost of Living Allowance (COLA) for the City of Oxford's hourly employees**  
(Attachment K)

**George Holt made a motion to approve the proposed Cost of Living Allowance (COLA) for the City of Oxford's hourly employees. Jim Windham seconded the motion. The motion was approved unanimously (7/0).**

15. **Invoices** (Attachment I)

The City Council reviewed invoices paid for \$1,000 or more in the month of November 2024.

16. **Executive Session**

**Jim Windham made a motion to go into Executive Session to discuss personnel matters at 7:59 p.m. George Holt seconded the motion. The motion was approved unanimously (7/0).**

Executive Session ended at 8:07 p.m.

17. **Appointment to NCWSA Board**

**Jim Windham made a motion to reappoint Terry Smith as a representative for the City of Oxford on the Newton County Water & Sewer Authority (NCWSA) Board and appoint Mike Ready as an alternate for the remainder of the five-year term. George Holt seconded the motion. The motion was approved unanimously (7/0).**

**Adjourn**

**Erik Oliver made a motion to adjourn at 8:07 p.m. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).**

Respectfully Submitted,

Stacey Mullen  
Deputy City Clerk



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, DECEMBER 16, 2024 – 6:30 PM  
CITY HALL  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

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

**STAFF PRESENT:**

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

**OTHERS PRESENT:** Caleb Reid, Nick Cole, Laura Gafnea (Oxford College)

**Agenda** (Attachment A)

**1. Mayor’s Announcements**

Mayor Eady complimented the staff for the successful Winter Festival. Bill Andrew announced that the State Arbor Day Meeting will be held at the Dean’s Dining Room at Oxford College on February 13, 2025 from 9:00 a.m. to 2:00 p.m.

**2. Committee Reports**

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

**3. 2025 City Council Meetings Schedule and City Holidays** (Attachment B)

No issues raised.

**4. 2025 Georgia Forestry Commission Trees Across Georgia (TAG) Grant** (Appendix C)

No issues raised. A vote will be taken at the January regular session.

**5. Task Order from Carter & Sloope for Smart Meters (Appendix D)**

Discussion was held about smart meters providing better specificity on water usage. There may be a need to restructure the City's fee schedule. Currently any usage up to 3,000 gallons is charged a minimum amount, which disincentives conservation of water. The new meters will also provide prompt alerts for unusual usage. A vote will be taken at the January regular session.

**6. City Hall Landscape proposal from Shades of Green (Appendix E)**

The City Councilmembers discussed various options based on the proposal. Mayor Eady advised that the City could implement in phases.

The City Council agreed to concentrate on Section B first because there is not adequate funding to complete the entire plan at once. A closeup view of Section B was requested with complete information about the plantings proposed. There were also a few adjustments suggested to Section B to encompass the full back parking lot.

**7. Safe Streets and Roads for All (SS4A) Grant (Attachment F)**

Bill Andrew explained that this grant would accomplish the work that was discussed at the December regular session regarding signage, along with a lot more. The \$20,000 previously discussed for a task order could be used as part of the match for this grant. There would be a cost of \$1,500 paid to Northeast Georgia Regional Commission (NEGRC) for their work to apply for the grant.

Jim Windham requested that the parking areas at the trailheads be re-delineated with fresh gravel and signs immediately.

**8. Appointment of Mayor Pro Tem (Attachment G)**

The City Council agreed to reappoint Erik Oliver as Mayor Pro Tem for 2025. A vote will be taken at the January regular session.

**9. Appointment of City Solicitor, City Attorney, Municipal Court Judge, City Clerk and Police Chief (Attachment H)**

Mayor Eady stated these appointments could be discussed in an Executive Session if anyone preferred. This was not requested by any of the City Councilmembers. All individuals currently holding these positions will be reappointed in January, with the Municipal Court Judge being appointed to a two-year term per the changes to State law in 2024.

**10. Other Business****11. Work Session Meeting Review****12. Executive Session**

None

**13. Adjourn**

Mayor Eady adjourned the meeting at 7:39 p.m.

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer





BIRTHPLACE OF EMORY UNIVERSITY

## 2025 CITY COUNCIL MEETINGS

January 6, 2025	Organizational Meeting and Regular Session
January 21, 2025	Work Session
February 3, 2025	Regular Session
February 17, 2025	Work Session
March 3, 2025	Regular Session
March 17, 2025	Work Session
April 7, 2025	Regular Session
April 21, 2025	Work Session
May 5, 2025	Regular Session
May 19, 2025	Work Session
June 2, 2025	Regular Session
June 16, 2025	Work Session
July 7, 2025	Regular Session
July 21, 2025	Work Session
August 4, 2025	Regular Session
August 18, 2025	Work Session
September 8, 2025	Regular Session
September 15, 2025	Work Session
October 6, 2025	Regular Session
October 20, 2025	Work Session
November 10, 2025	Regular Session
November 17, 2025	Work Session
December 1, 2025	Regular Session
December 15, 2025	Work Session



## OBSERVED HOLIDAYS 2025

January 1, Wednesday	New Year's Day
January 20, Monday	Martin Luther King Jr. Day
May 26, Monday	Memorial Day
June 19, Thursday	Juneteenth
July 4, Friday	Independence Day
September 1, Monday	Labor Day
November 11, Tuesday	Veteran's Day
November 27, Thursday	Thanksgiving
November 28, Friday	Day after Thanksgiving
December 24, Wednesday	Christmas Eve
December 25, Thursday	Christmas Day

FINANCIAL ASSISTANCE AGREEMENT

GEORGIA FORESTRY COMMISSION  
URBAN AND COMMUNITY FORESTRY PROGRAM  
INFLATION REDUCTION ACT FUNDING

SINGLE YEAR PROJECT (2025)

This Agreement, effective upon execution of this document, is made by and between the Georgia Forestry Commission, hereinafter referred to as the "COMMISSION", and the **City of Oxford**, hereinafter referred to as the "SUBGRANTEE". Georgia Forestry Commission and City of Oxford are hereafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the COMMISSION is the recipient of Urban and Community Forestry program funds from the United States Department of Agriculture (USDA) Forest Service Southern Region, through the Inflation Reduction Act (IRA), under the authority of 16 USC 2105 and Public Law 117-169, Subtitle D Sec. 23003(a) State and Private Forestry Conservation Programs. Federally awarded in May of 2023 through May of 2028, funding is available for non-research and development, multi-year funding for programmatic, competitive grants through the Urban and Community Forestry Trees Across Georgia (TAG) grant program, hereinafter referred to as the "subaward", to fund projects in the state of Georgia that provide benefits to disadvantaged communities as indicated on the Climate and Economic Justice Screening Tool (CEJST).

WHEREAS, the SUBGRANTEE agrees to a financial award in the amount of **\$75,150.00** to carry out Project Number **2025-Oxford-25373** entitled **Restoring Riparian Urban Forests in Oxford, Georgia** as approved by the COMMISSION to remove invasive plants from the stream corridor along Dried Indian Creek in Oxford, Georgia to improve the current health of the urban forest and minimize any further invasive spread following a construction disturbance for a new greenway mobility corridor.

NOW THEREFORE, for and in consideration of the mutual benefits to each party as hereinafter appear below, the parties mutually agree as follows:

**A. TERM.**

1. This Agreement shall govern the performance of the Parties beginning upon execution of this Agreement through **January 31, 2026**, unless earlier terminated by either party in accordance with the terms of this Agreement. This agreement is executed as of the date of the COMMISSION's signatory official signature.

**B. PRINCIPAL CONTACTS AND NOTICES**

1. Principal Contacts. Individuals listed below are authorized to act in their respective areas for matters related to this award.

COMMISSION:

Seth Hawkins, U&CF State Coordinator  
Phone: (478) 951 – 8286, Email: shawkins@gfc.state.ga.us

Lindsay Neumann, U&CF Partnership Coordinator  
Phone: (478)874-9139, Email: lneumann@gfc.state.ga.us

SUBGRANTEE:

Name: Title:  
Phone: Email:

Name: Title:  
Phone: Email:

2. Notices. Any notice given by the COMMISSION or SUBGRANTEE will be sufficient only if in writing and transmitted electronically via e-mail or through Submittable.com to the Principal Contacts listed in B1 of this Agreement. Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later. SUBGRANTEE shall immediately notify the COMMISSION of developments that have a significant impact on the activities supported under this award. Notification must also be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. Any revision to key personnel identified in this award requires notification.

**C. SCOPE OF SERVICES AND PRIOR APPROVAL REQUIREMENTS.**

SUBGRANTEE AGREES:

1. Scope of Services. To implement this agreement and provide the services as specified in the SUBGRANTEE's project proposal submitted and received through the Submittable.com platform, with funding changes and non-fundable project proposals and/or modifications noted therein.
2. Project Completion. To complete the project by **January 31, 2026.**
3. Match Waiver. To meet the Federal IRA funding requirements and qualify for the match waiver under the provision of Public Law 117-169 (The Inflation Reduction Act of 2022), 80%-100% of project funding will directly benefit disadvantaged communities identified by the Climate and Economic Justice Screening Tool (CEJST).
4. CEJST Tracking. To track and provide the locations of project activities in a manner approved by the COMMISSION, to accurately document that 80%-100% of project funding will benefit disadvantaged communities as defined and identified by the CEJST.
5. Prior Approval. To notify the COMMISSION in writing, and receive prior written approval, of any proposed or necessary changes to the project or budget before implementing said changes. This includes but is not limited to changes in project scope or design and reallocation of funds among cost categories. The COMMISSION is not obligated to fund any changes not properly approved in advance.

#### **D. COMPENSATION, FINANCIAL REPORTING, AND ACCOUNTABILITY.**

1. **Federal Compliance.** This is an award of Federal financial assistance. Prime and Subgrantees to this award are subject to *Federal Financial Award Provisions* found in Attachment A of this Agreement; to Federal Funding Accountability and Transparency Act (FFATA) Terms and Conditions provided by the COMMISSION; and to the Federal Office of Management and Budget (OMB) guidance in subparts A through F of Chapter 2 of the Code of Federal Regulations Part 200 ([2 CFR 200](#)) as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found at the following internet site: [www.ecfr.gov](http://www.ecfr.gov).
2. **Funding.** Under the terms of this Agreement, the COMMISSION shall provide funding in the amount up to but not exceeding **\$75,150.00** based upon the Approved Budget attached hereto as Attachment B and project progress as determined by the COMMISSION.
3. **Reimbursement of Funds.** Funds awarded under this subaward are available on a reimbursement basis only and are made contingent upon SUBGRANTEE's submission of a Reimbursement Request Form through Submittable.com and approved documentation. The COMMISSION agrees to reimburse for costs actually incurred and paid by the SUBGRANTEE in accordance with the Approved Budget and which are allowable for costs incurred toward the project starting on the date of execution of this agreement and end at the completion of the project, but no later than January 31, 2026. The COMMISSION shall reimburse SUBGRANTEE based on Net30 Terms of approved Reimbursement Request Form and supporting documentation.
4. **Indirect Cost Rates.** The indirect cost rate information, if any, as indicated in the Approved Budget shall apply to the Subaward.
5. **Contingency.** The COMMISSION reserves the right to deny payment requests, make partial payments, or request more information regarding the payment request. The COMMISSION shall only reimburse SUBGRANTEE for documented expenditures that are incurred in accordance with all applicable requirements. Reimbursements are subject to the completion and review of proper documentation of grant expenses. The Urban and Community Forestry Grant Program administrator will review requests to evaluate the progress of the project and to ensure reimbursements are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations, along with State of Georgia requirements.
6. **Allowance.** Reimbursement requests are allowable at a maximum of once per month and at minimum of a quarterly basis unless otherwise approved in writing by the COMMISSION.
7. **Improper Payments.** Any item of expenditure by SUBGRANTEE under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives to be improper, unallowable, or in violation of federal or state law or the terms of this Agreement, or involving fraudulent, deceptive, or misleading representation or activities of SUBGRANTEE, shall become SUBGRANTEE's liability, to be paid by SUBGRANTEE from funds other than those provided by USDA Forest Service under this or any other Agreement. This provision shall survive the expiration or termination of this Agreement.
8. **Program Income.** SUBGRANTEE shall notify the COMMISSION of any income generated

from this subaward, and income will be utilized in a manner that will assist in meeting the objectives of this project.

9. Closeout. Ten percent (10%) of subaward amount will be held by the COMMISSION until approval of a Final Report (see *Performance Reporting Requirements* below) and reimbursement documentation. SUBGRANTEE must submit, no later than 30 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of this Agreement. SUBGRANTEE agrees that acceptance of final payment from the COMMISSION will constitute an agreement by SUBGRANTEE to release and forever discharge COMMISSION and its agents from all claims and liabilities relating to the subaward or this Agreement.
10. Record Retention and Access. SUBGRANTEE shall maintain all project records in an orderly form for State or Federal audit. At the completion of the entire project, all project records must be retained for at least three (3) years after final payment. SUBGRANTEE shall be responsible for directing, accounting, and recording of all costs incurred in performing the subaward. The SUBGRANTEE shall maintain a record of all costs, which will consist of copies of canceled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents, and any other records associated with the performance of this Agreement.

#### **E. PERFORMANCE REPORTING REQUIREMENTS.**

SUBGRANTEE AGREES:

1. Progress Reports. To provide quarterly progress reports throughout the term of the subaward, indicating project activities and accomplishments to the COMMISSION. SUBGRANTEE must complete mandatory reporting to fulfill the reporting requirements placed upon the State of Georgia by the USDA Forest Service. SUBGRANTEE should prepare for these reports to ensure the information is available for timely reporting by the 15th of each month following each quarter. Progress Reports should be submitted as instructed by the COMMISSION no later than the due dates. SUBGRANTEE is required to be up to date on reporting requirements for approval of reimbursement requests. Reports are due as follows:
  - Quarter 1: January-March (Due April 15th)
  - Quarter 2: April-June (Due July 15th)
  - Quarter 3: July-September (Due October 15th)
  - Final Report: October-January (**Due February 15th**)
2. Visual Aids. To include photographs or other visual aids as part of the documentation process, including photographs of project sites prior to grant project initiation, if applicable. SUBGRANTEE agrees for the COMMISSION to use photographs as it deems necessary, including but not limited to, federal reporting to the USDA Forest Service and Georgia Forestry Commission publications and other media. Photographs should be submitted with Progress Reports and available upon request by the COMMISSION.
3. Media Requests. To participate in any requests by the COMMISSION for interviews and/or media requests related to the grant project. SUBGRANTEE agrees to notify the

COMMISSION requests from outside entities and to acknowledge the funding source with language provided by the COMMISSION.

**F. FOREST SERVICE ACKNOWLEDGEMENT AND NONDISCRIMINATION STATEMENT IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA.**

1. SUBGRANTEE agrees to provide documentation of all publications paid for by IRA funds to the COMMISSION for review and approval prior to publishing, printing, or distribution. SUBGRANTEE shall acknowledge the Forest Service and COMMISSION support in any publications, audiovisuals, and electronic media developed as a result of this award.

a. The COMMISSION shall provide a list of approved acknowledgement statements to SUBGRANTEE and can also be found at this website: <https://www.fs.usda.gov/managing-land/urban-forests/ucf/insignia-approval>

b. All disseminated information in any printed, audiovisual, or electronic form from this project shall include the following Nondiscrimination Statement:

*In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*

*To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:*

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202)690-7442; or*
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).*

If the material is too small to permit the full Non-Discrimination Statement to be included, at a minimum, include the alternative statement:

*"This institution is an equal opportunity provider."*

2. Neither Party will publish or disseminate information concerning the project without giving all parties proper credit.

3. SUBGRANTEE is granted sole and exclusive right to copyright any publications developed as a result of this award. The USDA Forest Service and the Georgia Forestry Commission reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise

use publications and media, and to authorize others to use the work for Federal Government or State of Georgia purposes.

### **G. TERMINATION**

1. This award may be terminated, in whole or part pursuant to [2 CFR 200.340](#).
2. Disposition of Property. In the event of any termination of this Agreement, all finished and unfinished documents, data, studies, surveys, drawings, graphic design, maps, models, photographs, and reports prepared under this subaward shall, at the option of the COMMISSION, become the property of the COMMISSION and the SUBGRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

### **H. GENERAL TERMS AND CONDITIONS**

1. The COMMISSION, its officers, agents, and employees shall be held harmless from any and all claim for damages or injuries to persons or property that may be sustained as a result of the performance of the SUBGRANTEE or his agents in connection with this Agreement.
2. This agreement shall and is deemed to be one made under the laws of the State of Georgia only and shall be construed and given effect in accordance with the laws of the State of Georgia. This Agreement is at all times subject to applicable State laws, standards, and/or rules and regulations now existing or which may hereafter be enacted and/or adopted by the State of Georgia or the COMMISSION; and that this Agreement and all rights, privileges, and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
3. SUBGRANTEE shall adhere to the U.S. Constitution and applicable Federal statutes, regulations, and requirements including those listed in Attachment A of this Agreement.
4. This Agreement represents the sole and complete understanding of the terms of this Agreement between the parties hereto and any changes in the scope of the Agreement shall be mutually agreed upon by and between the COMMISSION and the SUBGRANTEE and shall be incorporated in written amendments to this Agreement.
5. If the SUBGRANTEE is a nonprofit organization as defined in O.C.G.A. Section 50-20-2, then the SUBGRANTEE agrees to comply with provisions of O.C.G.A. Section 50-20-1 through 50-20-8, and in particular, the requirements of O.C.G.A. Section 50-20-3 and with such further instructions as the State of Georgia may subsequently require in the implementation of said provisions.
6. SUBGRANTEE certifies that it has complied with the Immigration Reform and Compliance Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. 13-10-90 et seq., by enrolling in E-Verify and verifying information for all new employees and executing any affidavits by Ga. Comp. R. & Regs. R. 300-10-1-.01 et, Seq, unless otherwise exempt.



IN WITNESS WHEREOF, and by signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. The parties hereto have executed this award.

GEORGIA FORESTRY COMMISSION

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

John Sabo  
Director/State Forester  
Georgia Forestry Commission  
5645 Riggins Mill Road  
Dry Branch, GA 31020

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

WITNESS for GFC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

City of Oxford  
110 West Clark St.  
Oxford, Georgia 30054  
UEI: UAJKJ2HXJAV6

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

Authorized Representative

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

WITNESS for ORGANIZATION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## ATTACHMENT A

### **Federal Financial Award Provisions**

SUBGRANTEE shall comply with all applicable federal laws, regulations, and program guidance. A **non-exclusive** list of statutes, regulations and/or guidance commonly applicable to Federal funds is as follows:

1. Whistleblower Protection Act (5 U.S.C. ch. 12 § 1201 et seq).

(a) An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (1) gross mismanagement of an agency contract, agreement or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract or agreement (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.

2. False Claims Act, 31 U.S.C. 3729. Contractors and subcontractors shall promptly refer to the U.S. Office of Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

3. Environmental and Preservation Requirements. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding Federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Contractor to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding Federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater. The Contractor must comply with all conditions placed on the project as a result of the EHP review. Any change

to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Contractor must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Contractor will immediately cease construction in that area and notify the Georgia Forestry Commission. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

4. No Contracts/Agreements with Debarred or Suspended Entities. Executive Order 12549, as implemented in 2 CFR 180. The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:

- (a) contracting with the Federal Government or the State of Georgia; or
- (b) participating in any Federal or State of Georgia assistance programs.

5. Prohibition on Lobbying. Cost principles: 2 CFR 200.450 and Federal Acquisition Regulation (FAR) 31.205-22, 50

(a) The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress, or an employee of an Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative Agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the contractor/grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with it's instructions.

(c) Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

7. DBE Provisions. The Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. In the event this Contract/Agreement is a grant Contract not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for those contracting, subcontracting and purchase opportunities that exist and report utilization to DGS.

8. Access to Information. This section provides authority for the Inspector General or authorized representative during the term of this agreement/contract plus an additional three (3) years thereafter to examine any records or interview any employee or officers working on this agreement/contract. The contractor is advised representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this agreement/contract. Section 1515(b) further provides nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the inspector general. This agreement/contract and any records

or expenditures related thereto may be subject to disclosure under Freedom of Information Act, 5 U.S.C. §552.

9. Right to Inspect. The Office of the State Inspector General shall have access to all records, information, data, reports, plans, projects, matters, contracts, memoranda, correspondence, and any other materials of Georgia Forestry Commission and shall be deemed to be an authorized representative and agent of Georgia Forestry Commission for purposes of determining whether fraud, waste, corruption and abuse have occurred. Contractor agrees to make available, at all reasonable times during the term of this agreement/contract plus an additional three (3) years thereafter, any and all records, information, data, reports, plans, projections, matters, contracts, memoranda, correspondence and other materials relating to this agreement/contract, for inspection by the Office of the State Inspector General.

10. Nondiscrimination and Civil Rights Provisions. The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following on the basis of:

- Race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.
- Race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339) and Equal Employment Opportunity Act, 42 U.S.C. 2000a, as implemented by applicable regulations.
- Sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.
- Age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.
- Age, Age Discrimination Employment Act, (29 U.S.C. 621), as implemented by applicable regulations.
- Handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.
- Drug abuse, the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-225) as amended.
- Alcohol abuse or alcoholism, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended.
- Confidentiality of alcohol and drug abuse patient records, Section 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C., Section 290 dd-3 and 290 ee3).
- Americans with Disabilities Act, 41 U.S.C. 12101, et seq.
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. 35.101 et seq.
- Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.

11. Other Provisions

General

- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
- Copeland "Anti-Kickback Act", 18 U.S.C. Section 874; 29 CFR Part 3
- Program Fraud Civil Remedies Act, 31 U.S.C. Chapter 3801-3812

Labor Standards

- Fair Labor Standards Act, 29 U.S.C. 207, as implemented at 29 CFR 500-899

- Contract Work Hours and Safety Standards Act, 40 U.S.C. 327, as implemented at 29 CFR 5, 1926

Hazardous Materials

- Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330
- Occupational Safety and Health Act of 1970, 29 U.S.C. 651

Domestic Protection

- Buy American Act, 41 U.S.C. 10a-10d
- Fly America Act, 49 U.S.C. 1371

Political Activity

- Hatch Act, 5 U.S.C. 7321–7326

Human Trafficking

- Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. 7101, et seq.)
- President's Interagency Task Force to Monitor and Combat Trafficking in Persons (EO 13257) and Amending Executive Order 13257 to Implement the Trafficking Victims Protection Reauthorization Act of 2003 (EO 13333)
- Award Term for Trafficking in Persons (2 CFR 175) and OMB Memo M-08-03

Counterterrorism

- International Emergency Economic Powers Act (50 U.S.C. 1701, et. Seq.)
- National Emergencies Act (50 U.S.C. 1601, et. Seq.)
- USA Patriot Act (PL 107-56)
- Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism (EO 13224)

Federal Grants and Agreements

- Administrative Requirements of Title 2 of the Code of Federal Regulations, 2 CFR 200 Subparts A through D
- Cost Principles of Title 2 of the Code of Federal Regulations, 2 CFR 200 Subpart E
- Audit Requirements of Title 2 of the Code of Federal Regulations, 2 CFR 200 Subpart F

**Attachment B**

Project Component	Expenditure <i>(ex: Trees, Supply Item, Activity, Position, Contract, etc.)</i>	Quantity	Units	Cost	Total Cost
Invasive Species Removal	Reforest Atlanta remove and contol invasive species in areas 1-3 along Dried Indian Creek	1670	Hour	\$45.00	\$75,150.00
	on City of Oxford owned properties.(see map) This will involve aproximately 1670 staff labor hours .				
<b>Total Amount of Requested Grant Funds</b>		<b>\$75,150.00</b>			

### **Area to be Covered Under the TAG Grant**

1. Area 1 - Riparian and upland forested areas within the 20' contour lines along Catova Creek. This area is south of East Bonnell St. ROW and below the proposed east-west pedestrian trail from East Bonnell St to Keegan Ct. This area extends south to the creek underpass at Interstate 20 and contains approximately 4.50 acres.

2. Area 2 - Riparian and upland forest on east side of Catova Creek to a City of Covington utility pipeline. This area is north of the proposed E. Bonnell St. to Keegan Ct. trail across the creek from the Oxford College Organic Farm and Wentworth subdivision. This area includes approximately 4.25 acres for invasive removal and control.

3. Area 3 - Riparian and upland forest on east side of Catova Creek to the north end of Oxford property at vacant lot at the end of Aaron Ct. cul-de-sac. Invasive treatment will occur from the creek east to the Covington utility pipeline.

On the west side of Catova Creek invasive treatment will occur along the creek and Oxford property line north to the north City of Oxford property line. Invasive treatment will take place west of the creek and property line out to the Oxford sewer easement that runs north-south through the middle of this property lot. This area contains approximately 3.0 acres.

### **Purposes of the Project**

This project will remove and control invasive species along the Catova Creek corridor on property owned by the City of Oxford (about 28 acres). Invasive removal will release the native trees and local seedbank from competition to encourage natural forest regeneration. Upon completing the project, all trees in the project area will be free of invasive vines and invasive trees and shrubs will be removed. We will also increase tree species diversity in the work area with future tree planting.

By removing invasive species and planting native trees, this project will accomplish several Federal and State objectives. Invasive species removal will improve urban forest stewardship and health and could lead to higher forest biodiversity by releasing the native seed bank from competition. This project will highlight the role of forests in human health and wellness as our objectives are centered around the future Catova Creek Greenway where residents can exercise by walking and biking. Progress on the project will be shared in local newsletters, social media posts, and in-person meetings which will increase public awareness and stewardship of Oxford's urban forests. And finally, the project will provide new opportunities for collaboration between the City, Oxford College volunteers, Oxford TPR Board, and the Georgia Tree Council.





**TAG Grant**  
**Dried Indian Creek**



- Proposed Trail
- City of Oxford Parcels

0      200      400  
 US Feet



E Wade St



# ZONE 1

E Bonnell St

Keegan Ct NW

Dried Indian Creek

I 20 W

I 20 E

**TAG Grant**  
**Dried Indian Creek**

0 75 150 US Feet

Proposed Trail  
City of Oxford Parcels





# ZONE 2

Dried Indian Creek

Aaron Dr

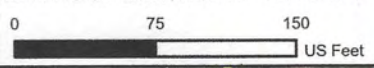
Keegan Ct NW

E Bonnell St

**TAG Grant**  
**Dried Indian Creek**

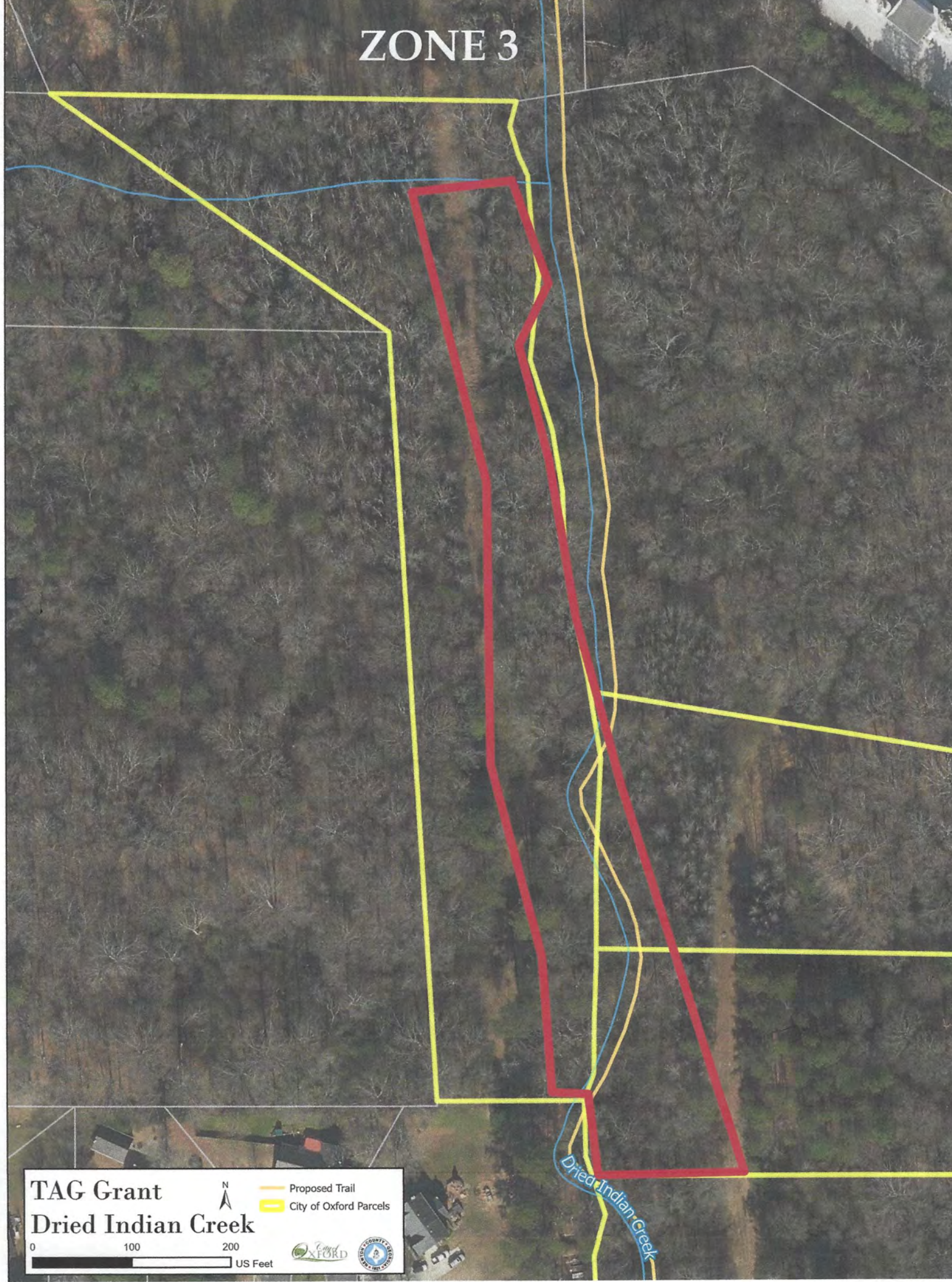


- Proposed Trail
- City of Oxford Parcels





# ZONE 3



**TAG Grant**  
**Dried Indian Creek**



— Proposed Trail  
— City of Oxford Parcels

0 100 200  
US Feet



Dried Indian Creek



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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

**Restoring Riparian Urban Forests in Oxford, GA**

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

## **FFATA (Federal Funding Accountability and Transparency Act)**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website ([usaspending.gov](http://usaspending.gov)). Federal awards include grants, sub grants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$30,000 or credit card transactions before October 1, 2008.

### **Definitions**

- A. "FFATA funds" means funds expended or obligated from appropriations The Federal Funding Accountability and Transparency Act.
- B. "Contractor" is defined as any person, including, but not limited to, a bidder, offertory, loan recipient, grantee, or sub-grantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or sub-grant with the Georgia Forestry Commission, or with a person under contract, subcontract, grant, or sub-grant with the Georgia Forestry Commission. The term contractor may include a permit, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Georgia Forestry Commission.

### **FFATA Terms & Conditions**

1. **Revisions to Requirements.** Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from the relevant Federal agency or Georgia Forestry Commission regarding requirements for FFATA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Georgia Forestry Commission of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.
2. **Reporting Requirements.** To meet the reporting requirements of FFATA and ensure transparency and accountability in the use of funds provided through FFATA. Activities carried out and results achieved with FFATA funds will be tracked carefully, reported clearly and quantifiably.

In an effort to meet this requirement, all project information will be reported by Georgia Forestry Commission at [www.fsr.gov](http://www.fsr.gov).

Contractors will be responsible for submitting the attached financial and management report once the Agreement is signed to Georgia Forestry Commission.

Detailed information on any subcontracts or sub-grants awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$30,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

Contractor may be required to submit backup documentation for expenditures of FFATA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Georgia Forestry Commission.

### 3. **Registrations and Identification Information.**

- (a) Contractor must maintain current registrations in the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)) at all times during which they have active federal awards funded with FFATA funds. A Unique Entity Identification (UEI) Number is one of the requirements and the official governmentwide identifier used for federal awards. UEI Numbers can be obtained through SAM.gov.

(b) If applicable, the Contractor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of FFATA funds.

4. Flow Down Requirement. Contractor must include these FFATA Terms and Conditions in any sub-contract, sub-grants, loans and cooperative agreements.

6. Wage Rate Requirements. FFATA requires that all laborers employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to FFATA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). Will comply with the Copeland Act (40 U.S.C. Section 276C and 18 U.S.C. Section 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), regarding labor standards for federally assisted construction sub-agreements.

## FFATA Data Collection Form

**The following information is required to be included in reporting your Federal financial award. Please answer the following questions in order to meet FFATA reporting requirements:**

Organization Name:

Date:

Completed by:

Title:

1. In the preceding fiscal year, did the Subawardee receive 80% of its annual gross revenues from the Federal government?

Yes  No

If Yes, continue to question 2. If No, questionnaire is complete. Thank you!

2. In the preceding fiscal year, were the Subawardee's annual gross revenues from the Federal government more than \$25 million annually?

Yes  No

If Yes, continue to question 3. If No, questionnaire is complete. Thank you!

3. Does the public have access to the names and total compensation of the Subawardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes  No

If no, continue to question 4. If yes, questionnaire is complete. Thank you!

4. List the names and compensation of the Subawardee's five most highly compensated officers:

Name	Compensation



November 19, 2024

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

RE: City of Oxford, Georgia  
RFP for AMI Water and Electric Meters  
C&S File No.: O9800.008

Dear Mr. Bill Andrew:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services as described below to the City of Oxford (Client or Owner) for development of a Request for Proposals (RFP) to procure approximately 1,040 water and 750 electric meters for an AMI system, development of a RFP for contractors to install the meters, and bidding and construction administration services.

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

#### **1. Material RFP Preparation and Assistance**

C&S will prepare a Request for Proposal (RFP) and technical specifications to assist the Client in obtaining competitive and qualified proposals for procuring materials for the conversion of their current meter reading system to an AMI meter reading system for both water and electrical meters. We will respond to Requests for Information (RFIs) and issue responses as appropriate. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials and suppliers.

#### **2. Labor RFP Preparation and Assistance**

C&S will prepare a Request for Proposal (RFP) and technical specifications to assist the Client in obtaining competitive and qualified proposals for contractors to install the water and electrical meters. We will respond to Requests for Information (RFIs) and issue responses as appropriate. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials and suppliers.

C&S will review the proposals for both the material and labor selection, prepare a Certified Tabulation, and provide a Letter of Recommendation to the Client regarding the selection of the proposed AMI vendor and proposed meter installation contractor.



### 3. Construction Phase Services

Management of construction efforts (i.e. “construction management” services) are specifically excluded from our Scope of Work; however, C&S will provide professional services in the general administration of the construction contract and act as the Client’s representative during construction to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents, which is assigned in EJCDC C-700 Standard General Conditions of the construction contract included in the Bidding Documents.

For the purposes of this Agreement, we are assuming the construction contract period will be 150 calendar days (or 5-months)].

After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the Project:

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

establishing the contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.

- e. *Substitutes and "or equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- f. *Change Orders and Work Change Directives*: Review and recommend Change Order justifications and prepare Change Orders and Work Change Directives, as appropriate, to modify the Contract Documents as may be necessary.
- g. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Client's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
- h. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Client and Contractor that Engineer will not provide a decision or interpretation.
- i. *Standards for Certain Construction-Phase Decisions*: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgements, Engineer will not show partiality to Client or Contractor, and will not be liable to Client, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgements conducted or rendered in good faith.
- j. *Applications for Payments*: Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
  - 1) Determine the amount that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of

Contractor's Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- k. Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.
  - l. Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Client and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Client. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
  - m. Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Client and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing,

final payment to Contractor. We will notify the Contractor and the Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.

- n. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.
- o. *Post-Construction Phase:* The Engineer will, together with Owner, visit the Project with one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

#### **4. Meter Data Verification**

C&S will visit the sites of new meters as requested by the Owner and identify discrepancies in the meter data (serial number, address, etc.). C&S will generate a report of the data discrepancies and deliver to the Owner. For this Task, we have budgeted 288 labor-hours for visiting meter-sites.

### **Additional Services**

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the Project or its requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports or other Project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, Project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
- f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times, which is estimated at 150 days, or man-hours listed herein.
- i. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.5. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.50. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

- m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client’s contract with the Contractor.
- n. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; conducting surveys to verify the accuracy of Record Drawings content obtained from the Contractor, Owner, utility companies and other sources; and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- o. Assistance with funding alternatives including, but not limited to, preparing loan and/or grant funding applications, grant writing, engineering reports to support funding applications, rates studies, etc. unless specifically included in the Basic Services.
- p. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits.
- q. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services.
- r. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- s. All building and permit fees and building inspection fees.
- t. Assisting Client in training Client’s staff to operate and maintaining specific Project equipment and systems unless included in the Basic Services.

**Hourly Fee Schedule**

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

Description	Hourly Billing Rate
Principal I – IV	\$ 190 - \$ 280
Senior Professional Engineer I – VII	\$ 165 - \$ 265
Staff Engineer - Project Engineer I - VII	\$ 95 - \$ 165
Project Manager I – IX	\$ 130 - \$ 210
Engineering Technician I - VII	\$ 125 - \$ 185
Design Technician I – VIII	\$ 80 - \$ 150
GIS Technician I – II	\$ 80 - \$ 90
Administrative Support I – VII	\$ 60 - \$ 120
Funding Specialist I - VI	\$ 75 - \$ 165
Construction Observer I - VIII	\$ 75 - \$ 155
Surveyor (1-person)	\$ 105
Surveyor (2-person)	\$ 165

Carter & Sloope reserves the right to adjust the Hourly Fee Schedule annually beginning July 1, 2025 and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

**Reimbursable Expenses/Sub-Consultants**

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants, printing and reproduction, communications, postage, travel, lodging, meals, etc. will be charged direct without mark-up. Mileage for Additional Services will be invoiced at \$0.57 per mile.


**Fee Basis**

We propose to complete our work for Basic Services described herein for the lump sum amounts as scheduled below. No fee amount may be exceeded without prior written approval from the Client.

<b><u>Task No.</u></b>	<b><u>Description</u></b>	<b><u>Fee Basis</u></b>
1	Material RFP Preparation and Assistance	Lump Sum \$ <u>9,500.00</u>
2	Labor RFP Preparation and Assistance	Lump Sum \$ <u>18,900.00</u>
3	Construction Phase Services	Hourly, not-to-exceed \$ <u>27,100.00</u>
4	Meter Data Verification	Hourly, not-to-exceed \$ <u>40,300.00</u>
		<b><i>Total of Items 1 – 4 Inclusive:</i></b> \$ <u>95,800.00</u>

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,



Martin C. Boyd, P.E.

MCB:jcp

Client Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work as described in this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions (“Terms and Conditions”) applicable to Carter & Sloope, Inc.’s performance of the services described in the attached Proposal (the “Services”):

1. **Method and Terms of Payment:** Invoices will be submitted by Carter & Sloope, Inc. (“Carter & Sloope”, “C&S”, or “Engineer”) monthly in proportion to services performed and are due within 30 days of receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 “Suspension” until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The Client waives any and all claims against the Engineer for any such suspension. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 “Termination” herein.
  - A. *Collection Costs:* If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer’s time spent in efforts to collect. This obligation of the Client to pay the Engineer’s collection costs shall survive the term of this Agreement or any earlier termination by either party.
  - B. *Set-offs, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
  - C. *Disputed Invoices:* If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer’s favor and shall be calculated on the unpaid balance from the date of the invoice.
  - D. *Legislative Action:* If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer’s services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. **Suspension:** The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer’s performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer’s control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer’s compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.



3. Termination: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause*: Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
    1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
    2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
    3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
    4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
    5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
  - B. *For Convenience*: Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. Changes. The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
  5. Personnel: The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
  6. Reports and Information. The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words “certify” and/or “certification” shall mean an expression of the Engineering Consultant’s professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively “E-Data”) are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client’s benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer’s Documents, without first obtaining Engineer’s prior written consent. No third-party may rely upon Engineer’s documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer’s reasonable opinion, would be contrary to the Engineer’s professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Specification of Materials. The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
16. Opinions or Estimates of Costs. If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
17. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** In no event shall the limit exceed the insurance amount. This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
18. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
  - a) Worker's Compensation                      Statutory amount where services are performed
  - b) Automobile                                      \$1,000,000 combined single limit
  - c) General Liability                              \$1,000,000 per occurrence / \$2,000,000 General Aggregate
  - d) Professional Liability                      \$1,000,000 per claim and aggregate
  - e) Excess Umbrella                              \$5,000,000 on "b" & "c"

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

19. Indemnification.

- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
20. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.
21. Subrogation. The Client and the Engineer agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, Clients' representatives, employees, director, officers, agents, assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits (collectively "Damages") covered by any insurance applicable to the Project or the site upon which the Project is located. The Client and the Engineer hereby warrant and represent that they will require all of their contractors, subcontractors, consultants, subconsultants, construction managers, Clients' representatives, employees, director, officers, agents, and assigns to waive subrogation against each other, the Client and the Engineer and any of their contractors, subcontractors, consultants, subconsultants, construction managers, Clients' representatives, employees, director, officers, agents, and assigns for any and all Damages covered by any insurance applicable to the Project or the site upon which the Project is located. The provisions of this waiver apply regardless of whether the loss occurs or the damages are sustained during construction or after the project is completed. The intent of this provision is to obtain the broadest waiver of subrogation possible.

Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

**From:** [Isaac St.Clair](#)  
**To:** [Bill Andrew](#)  
**Cc:** [Chad Peden](#)  
**Subject:** Meter Replacement Scope and Fee Letter  
**Date:** Tuesday, November 19, 2024 8:09:30 AM  
**Attachments:** [image001.png](#)  
[Scope and Fee Letter Water Meter Replacement \(2024 1119\).pdf](#)

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Good Morning Bill,

Please see attached for the water meter replacement RFP scope and fee letter. Sorry for the delay on this. I also wanted to give you a brief explanation of how why this took us so long and how we structured the fees:

- We discussed the best way to bid this, and we proposed furnishing separate RFPs for the material procurement and labor but administering them simultaneously. The City will get to select the material vendor and contractor separately while evaluating the total price. We were also able to bring down our fees a bit by bidding simultaneously.
- We've had meter replacement projects in the past where we've gotten a bad contractor, leading to a lot of extra work and exceeded budgets to get the contractor to deliver a good product. We also wanted to be sure we gave the City a fair fee, so we've broken down the construction phase services into two hourly tasks. The first one is for general construction phase services, and the second one is for having someone at C&S check each meter and verify the contractor records the data correctly (serial number, address, AMR-ID, etc.). Hopefully, the project goes smoothly and we don't hit the "not-to-exceed" amount. For the meter inspections, we can do that as directed by the City. If you find it's preferable to have City staff inspect the meters, we won't bill that task. We do recommend having someone check each meter.

We can discuss in more detail as we get closer to construction. Please let me know if you have any questions, and thank you for your patience.

Sincerely,  
Isaac



**Isaac St.Clair, EIT**  
[Carter & Sloope, Inc.](#)  
1031 Stonebridge Parkway  
Watkinsville, Georgia 30677  
Phone: (706) 769-4119  
Email: [istclair@cartersloope.com](mailto:istclair@cartersloope.com)

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**NEVER TRUST WIRING INSTRUCTIONS SENT VIA EMAIL.** Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. **ALWAYS** independently verify our phone number and call us to confirm wiring instructions prior to sending a wire. **NEVER** wire money without calling our office to verify that the wiring instructions are correct.

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**STATE OF GEORGIA  
COUNTY OF NEWTON**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF OXFORD TO AMEND  
“CHAPTER 2: ARTICLE II: SECTION 12-20 APPOINTMENT AND  
QUALIFICATIONS OF JUDGE” TO THE CODE OF ORDINANCES OF THE CITY OF  
OXFORD; TO REPEAL ALL CONFLICTING ORDINANCES; TO PROVIDE FOR  
SEVERABILITY, AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

---

**WHEREAS**, the City of Oxford, Georgia, hereinafter referred to as the (“City”) pursuant to O.C.G.A. Sec. 36-35-3 known as the “Home Rule for Municipalities”, is authorized to amend its Code of Ordinances, for which no opposing provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

**WHEREAS**, the Georgia General Assembly passed, in the 2024 session, House Bill 456, effective July 1, 2024, and the Mayor and Council of the City of Oxford deem it in the best interest of the government, the residents of Oxford and the public to amend the term and circumstances for removal of the Municipal Judge of the Oxford Municipal Court, in concert with the requirements of HB 456; and

**WHEREAS**, to accomplish the above, the City desires to amend “CHAPTER 2: ARTICLE II: SECTION 12-20 APPOINTMENT AND QUALIFICATIONS OF JUDGE”, as follows:

**NOW THEREFORE**, be it ordained by the Mayor and Council of the City of Oxford that Chapter 3: Alcoholic Beverages, be added to the City of Oxford Code of Ordinances, as follows:

(Additions are in ***underlined bold italics***; deletions are ~~struck through~~)

## **Section 1.**

### **Sec. 12-20. Appointment and qualifications of judge.**

The Mayor and City Council is authorized to appoint a judge of the Municipal Court, *who shall serve a two-year term upon appointment.* Any person appointed as a judge shall possess such qualifications and shall receive such compensation as shall be fixed by the Mayor and City Council and ~~shall serve at the pleasure of the governing authority,~~ *upon appointment, shall serve until a successor is appointed, or if the judge is removed from office as provided in Code Section 36-32-2.1. Such term shall be memorialized in a written agreement between such individual and the City of Oxford.*

### **Section 2. Repeal of All Ordinances in Conflict**

All ordinances and resolutions or portions thereof in conflict with this ordinance are repealed to the extent of their conflict.

### **Section 3. Severability**

If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and such remainder shall remain in full force and effect.

### **Section 4. Effective Date**

Pursuant to Sec. 2-21 (9) (D), this Ordinance shall be in full force and effect five (5) days after its final passage.



First reading, this \_\_\_ day of \_\_\_\_\_, 2024.

Second reading and adoption, this \_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF OXFORD**

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

\_\_\_\_\_  
**Erik Oliver, Mayor Pro Tem**

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

\_\_\_\_\_  
**Laura McCanless, Councilmember**

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

\_\_\_\_\_  
**Jeff Wearing, Council Member**

\_\_\_\_\_  
**James H. Windham, Councilmember**

**ATTEST:**

\_\_\_\_\_  
**Marcia Brooks, CMC, City Clerk**

{The Seal of the City of Oxford, Georgia}

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**C. David Strickland, City Attorney**



EXHIBIT A

Proposal for Permaculture Installation Services  
 City of Oxford  
 110 W Clark St, Oxford, GA 30054  
 Oxford\_241114\_full site  
 11/14/2024

Proposals are valid 3 month from proposal date.

**LINE ITEMS**

**SITE PREP** \$9,065.34

Section B- City Hall and Islands: Remove all indian hawthornes around perimeter of city hall and on far side of parking lot. Remove metal edging and dispose in onsite dumpster. Remove dying tree and stump in W parking lot island. In parking lot islands, weed and add 2" of client provided wood chips.

For all new trees and shrubs, remove approx 3'x3' grass area around base of shrub, and add sheet mulch, 1" compost, and 2" client provided wood chips. Green waste to be chipped with client provided chipper.

Includes all labor and materials.

**PLANTING** \$22,573.75

Plant all plants according to design. For parking lot mix, plant in groupings of 5-7 plants. Plant selection subject to change as install date approaches. Includes all labor and materials.

**10% Design Fee Discount** -\$532.90

**Travel** \$2,752.00

**TOTAL** **\$33,858.19**

\*\* Final price pending pre install site visit to verify site conditions.

**SITE PREP**

Section B- City Hall and Islands: Remove all Indian hawthornes around perimeter of city hall and on far side of parking lot. Remove metal edging and dispose in onsite dumpster. Remove dying tree and stump in W parking lot island. In parking lot islands, weed and add 2" of client provided wood chips.

For all new trees and shrubs, remove approx 3'x3' grass area around base of shrub, and add sheet mulch, 1" compost, and 2" client provided wood chips. Green waste to be chipped with client provided chipper.

Includes all labor and materials.

DESCRIPTION	QTY	UNIT	COST	TOTAL
SITE PREP: bulk- sheet mulch	394	sf	\$1.41	\$555.54
SITE PREP: demo- loose hardscape removal (LF)	89.3	lf	\$1.11	\$99.12 edging
SITE PREP: labor- excavating stump	0.46	cy	\$541.00	\$248.86
SITE PREP: vegetation removal- sod, by hand	300	sf	\$1.11	\$333.00 new shrubs and trees
SITE PREP: vegetation removal- shrub	92	ea	\$77.90	\$7,166.80
SITE PREP: vegetation removal- weeding	448	sf	\$0.84	\$376.32
SITE PREP: vegetation removal- tree	1	ea	\$285.70	\$285.70

*subtotal* \$9,065.34

**ADDITIONAL**

**Total** \$9,065.34

**PLANTING**

Plant all plants according to design. For parking lot mix, plant in groupings of 5-7 plants. Plant selection subject to change as install date approaches. Includes all labor and materials.

DESCRIPTION	QTY	UNIT COST	TOTAL
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**ADDITIONAL**

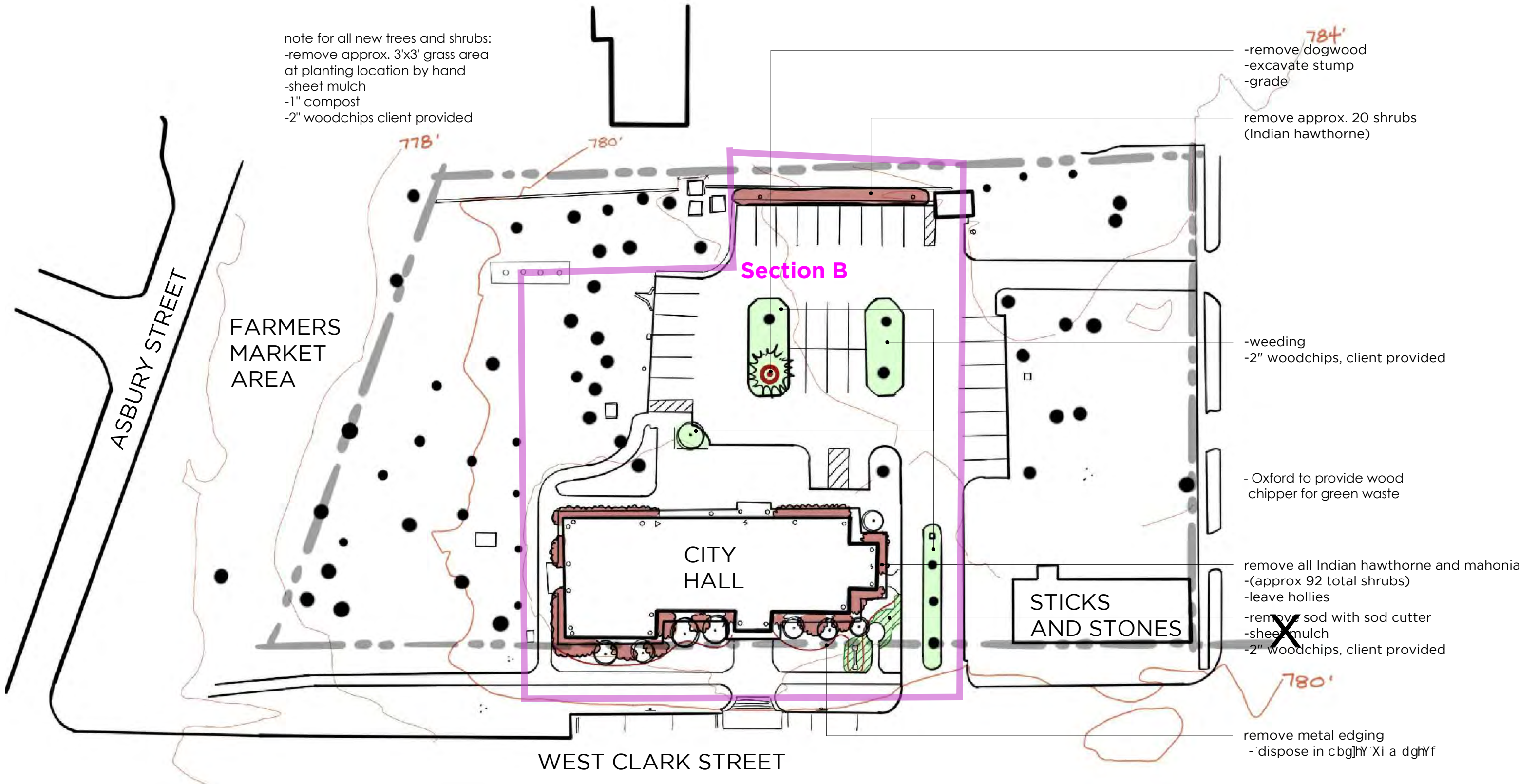
plant list

	<b>Total</b>
--	--------------

**PLANT LIST**

<b>BOTANICAL NAME</b>	<b>COMMON NAME</b>	<b>QTY</b>	<b>SIZE</b>	<b>SPACIN</b>	<b>\$/UNIT</b>	<b>TOTAL</b>	<b>REMARKS</b>
Asimina triloba	Pawpaw	3	15 gal.		\$291.56	\$874.68	
Magnolia virginiana	Sweet Bay Magnolia	1	8' tall	M	\$708.12	\$708.12	
Chionanthus virginicus	American Fringetree	1	7' tall	M	\$708.12	\$708.12	
Quercus alba	White Oak	2	4" caliper	M	\$1,008.00	\$2,016.00	
Callicarpa americana	American Beautyberry	1	15 gal.		\$291.56	\$291.56	
Cephalanthus occidentalis	Buttonbush	7	15 gal.		\$291.56	\$2,040.92	
Ilex verticillata	Winterberry	6	7 gal.		\$214.03	\$1,284.18	dwarf. Incl pollinizer.
Itea virginica	Virginia Sweetspire	44	7 gal.		\$214.03	\$9,417.32	
Vaccinium spp.	Blueberry	7	7 gal.		\$214.03	\$1,498.21	
Eragrostis spectabilis	Purple Lovegrass	57	1 gal.		\$32.76	\$1,867.32	
Schizachyrium scoparium	Little Bluestem	57	1 gal.		\$32.76	\$1,867.32	
					<b>TOTAL</b>	<b>\$22,573.75</b>	

note for all new trees and shrubs:  
 -remove approx. 3'x3' grass area  
 at planting location by hand  
 -sheet mulch  
 -1" compost  
 -2" woodchips client provided

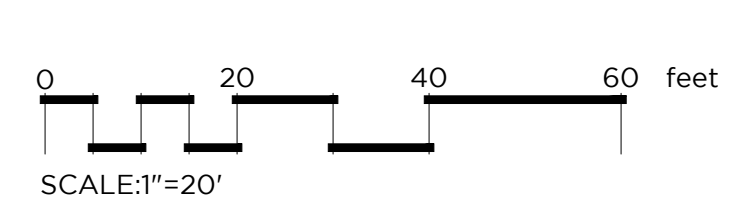


- remove dogwood  
-excavate stump  
-grade
- remove approx. 20 shrubs  
(Indian hawthorne)
- weeding  
-2" woodchips, client provided
- Oxford to provide wood  
chipper for green waste
- remove all Indian hawthorne and mahonia  
-(approx 92 total shrubs)  
-leave hollies
- remove sod with sod cutter  
-sheet mulch  
-2" woodchips, client provided
- remove metal edging  
-dispose in cbgjh'Xi a dghYf

Site Preparation Plan  
 October, 2024

Prepared for City of Oxford  
 110 W Clark St  
 Oxford, GA 30054

Revisions
Designed by: Raleigh Wasser





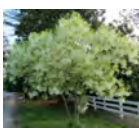




*Diospyros virginiana*  
Persimmon



*Magnolia virginiana*  
Sweet Bay Magnolia



*Chionanthus virginicus*  
American Fringetree



*Quercus alba*  
White Oak



*Amelanchier alnifolia*  
Bottlebrush Buckeye



*Amelanchier* spp.  
Serviceberry



*Calliarga americana*  
American Beautyberry



*Cephalanthus occidentalis*  
Butterbush



*Hamamelis virginiana*  
Witch Hazel



*Hydrangea arborescens*  
Woodland Hydrangea



*Cestrum auriculatum*  
Sweet Pepperbush



*Hydrangea quercifolia*  
Oakleaf Hydrangea



*Viburnum prunifolium*  
Blackhaw Viburnum



*Rhododendron catescens*  
Piedmont Azalea



*Prunus angustifolia*  
Chokecherry plum



*Rubus verticillatus*  
Raspberries



*Ilex verticilla*  
Virginia Wintergreen



*Vaccinium* spp.  
Blueberry



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

VENDOR	DESCRIPTION	AMOUNT
<b>RECURRING CHARGES</b>		
City of Oxford	October-November Services	1,358.64
Newton County Board of Commissioners	Water Purchases October 2024 – 23,770.00 – Invoice 3300 November 2024 – 22,214.00 – Invoice 3310	45,984.00
Newton County Water and Sewer Authority	Sewer operation fees – November 2024	9,334.83
Georgia Municipal Association	2025 Membership Service Fees	1,551.00
Georgia Municipal Association	2025 Telecommunications & ROW Management Service Subscription	1,284.64
Georgia Municipal Association	GMEBS Retirement - December 2024; Invoice #482269	1,894.91
Georgia Municipal Association	GMEBS Life & Health Program – December 2024	18,278.67
Municipal Electric Authority of Georgia (MEAG)	Monthly Electric Purchases for November 2024	102,027.60
Electric Cities of Georgia	Consulting and planning services for December 2024	6,956.00
U.S. Dept. of Treasury	Federal Payroll Taxes, December 2024	17,768.29
Georgia Dept. of Revenue	State Payroll Taxes, November and December 2024	7,152.31
Courtware Solutions	Licensing, support and maintenance for Municipal Court case management – November 2024	1,200.00
Latham Home Sanitation	Residential and Commercial Waste Removal Services November, 2024	10,432.50
Kellermeyer Bergensons	December, 2024 janitorial services, City Hall and Asbury Street Park; Inv. #5044482	1,110.31
VC3	Contracted IT Support Services – December 2024; Invoice #177731	3,797.29
BS&A Software	Absorbed fees for online utility payments – November 2024 – Invoice #157733	2,729.11
Bureau Veritas	<ul style="list-style-type: none"> <li>• Code Enforcement Services <ul style="list-style-type: none"> <li>○ July 2023 – 845.00</li> <li>○ August 2023 – 1,105.00</li> </ul> </li> </ul>	1,950.00
Cintas	Uniform services for Public Works Department – October – December 2024	3,513.72
Rushton	FY 2024 Audit Services; Invoice #58104	15,000
<b>PURCHASES/CONTRACT LABOR</b>		
C. David Strickland, P.C.	Legal services, November 2024	3,145.00
Steven A. Hathorn	Municipal Court Judge services, October – December 2024	1,562.50
Beryl Budd	Arborist Services, September-October 2024	1,537.50
Andrews Technology	Project Management/Implementation for Electronic Time Clocks	9,305.00
Big & Heavy Equipment Service	Repairs to bucket truck (Chevrolet); Invoice #7249 – hydraulic leak – P. O. 15957	2,290.36
Scarborough Tree, Inc.	Removal of 5 trees with stump grinding on Wesley Street	6,300.00
Family Community Housing Association, Inc.	Grant Planning Services for CHIP Grant (50%)	5,000.00
Keck & Wood	Soule Street Sidewalks, Phase II – Pedestrian Crossing Study	5,346.00
Gresco Utility Supply, Inc.	Electric supplies; P. O. 15789	6,300.00

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Anixter</b>	Electric supplies; P. O. 15914	1,389.10
<b>Covington Ford, Inc.</b>	Oil Change, New Tires, Alignment for 2022 Ford Explorer (PD); P. O. 15942	1,254.19
<b>AtkinsRealis</b>	Oxford Pavement Resurfacing Contract; Invoice #2030321	8,599.18
<b>PASCOAG Utility District</b>	Mutual Aide – Hurricane Helene; Invoice #598	14,506.11