



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION  
MONDAY, MAY 1, 2023 – 7:00 PM  
CITY HALL**

**ELECTED OFFICIALS PRESENT:**

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

**APPOINTED/STAFF PRESENT:**

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

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

1. The meeting was called to order by the Honorable David S. Eady, Mayor.
2. **Mike Ready made a motion to approve the agenda for the May 1, 2023 Mayor and Council Regular Meeting. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).** (Attachment A)
3. **Mike Ready made a motion to accept the Consent Agenda for May 1, 2023. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).** (Attachment B)
4. Mayor's Report  
Mayor Eady reminded the City Council members of the correct protocols for power outages.
5. Citizen Concerns  
Laura Gafnea reminded the City Council of the commencement services this weekend.
6. Authorization for the Mayor to Contract with Latham Home Sanitation Co. Inc. for Solid Waste and Recycling Collection Service (Attachment C)  
  
**Mike Ready made a motion to authorize the contract. George Holt seconded the motion. The motion was approved unanimously (7/0).**
7. Award of the FY 2019 CDBG and City Funds to Anderson Grading & Pipeline, LLC for Water Line Replacement (Attachment D)

**Laura McCanless made a motion to approve award of the funds. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

8. Termination of the Lease for the Old Church and Catherine Boyd's Cottage (Attachment E)  
**Erik Oliver made a motion to approve termination of the lease. George Holt seconded the motion. The motion was approved unanimously (7/0).**
9. Designation of the City Survey by Jordan Engineering as the Official Delineation of the City Boundaries and Rights-of-Way  
**Erik Oliver made a motion to approve the City Survey as the Official Delineation of the City Boundaries and Rights-of-Way. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).**
10. Nominations for July 4<sup>th</sup> Parade Grand Marshal  
**Laura McCanless nominated Cheryl Ready as July 4<sup>th</sup> Parade Grand Marshal. Erik Oliver seconded the motion. The motion was approved unanimously (7/0).**
11. Invoices (Attachment F)  
George Holt requested an updated comparison of Bureau Veritas expenditures vs. revenues.
12. Mayor Eady stated the final permits from GDOT should be available soon for the sidewalk work.  
Erik Oliver stated that the painting at Old Church will start immediately after baccalaureate.
13. Executive Session  
None.
14. Adjourn  
**Erik Oliver made a motion to adjourn at 7:13 p.m. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

Respectfully Submitted,



Marcia Brooks  
City Clerk/Treasurer

**OXFORD MAYOR AND COUNCIL  
REGULAR SESSION  
MAY 1, 2023 – 7:00 P.M.  
CITY HALL – 110 W. CLARK ST. OXFORD, GA 30054  
A G E N D A**

1. **Call to Order – Mayor David S. Eady**
2. **Motion to accept the Agenda for the May 1, 2023 Mayor and Council Regular Meeting.**
3. **Consent Agenda**
  - a. \*Minutes of the Regular Session April 3, 2023
  - b. \*Minutes of the Special Called Meeting April 17, 2023
  - c. \*Minutes of the Budget Work Session April 25, 2023
4. **Mayor's Report**
5. **Citizen Concerns**
6. **\*Authorization for the Mayor to Contract with Latham Home Sanitation Co. Inc. for Solid Waste and Recycling Collection Service**
7. **\*Award of the FY 2019 CDBG and City Funds to Anderson Grading & Pipeline, LLC for Water Line Replacement**
8. **\*Termination of the Lease for The Old Church and Catherine Boyd's Cottage with the Oxford Historical Society (OHS). The City of Oxford is to assume the caretaking and management of these facilities for use as a venue.**
9. **Designation of the City Survey by Jordan Engineering as the Official Delineation of the City Boundaries and Rights-of-Way**
10. **Nominations for July 4<sup>th</sup> Parade Grand Marshal**
11. **\*Invoices** – Council will review the city's recently paid invoices over \$1,000
12. **Executive Session** - An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.
13. **Adjourn**

\*Attachments



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION  
MONDAY, APRIL 3, 2023 – 7:00 PM  
CITY HALL  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

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

**APPOINTED/STAFF PRESENT:**

Marcia Brooks – City Clerk/Treasurer  
Bill Andrew – City Manager  
Mark Anglin – Police Chief

**OTHERS PRESENT:**

1. The meeting was called to order by the Honorable David S. Eady, Mayor.
2. **Jim Windham made a motion to amend the agenda for the April 3, 2023 Mayor and Council Regular Meeting to add an item to discuss the Town Center development. George Holt seconded the motion. The motion was approved unanimously (7/0).** (Attachment A)
3. **Jim Windham made a motion to accept the Consent Agenda for April 3, 2023. George Holt seconded the motion.**

Discussion: Laura McCanless noted a correction in the Regular Session minutes for March 6, 2023. The vendor in Item #7 should read Benise-Dowling. This correction will be made in the final version of the minutes.

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

**4. Mayor's Report**

- a. Mayor Eady reported that the RFP for electric service proposals for Archer Aviation was awarded to the City of Covington. Discussions will continue concerning providing the water and sewer services to Archer Aviation. Bill Andrew stated a larger water line may be required for fire services which could be expensive. He also indicated that the regional DRI from Northeast Georgia Regional Commission (NEGRC) states that the City of Covington plans to make road improvements to Williams Road and City Pond Road but does not mention any improvements to East Soule Street within the city limits of Oxford. Mayor Eady stated that now

is the time to seek funding to do full-depth reclamation on East Soule Street to improve the roadbed.

Laura McCanless stated that the City of Oxford can install speed tables to discourage an increase in traffic volume of heavy vehicles.

Mayor Eady also stated that there is some question whether the City currently has enough sewer capacity to support Archer Aviation. If it is inadequate, the City of Oxford would have to buy additional capacity from the City of Covington. The cost of the additional capacity would be passed on to Archer.

Jeff Wearing expressed concerns about Archer Aviation dumping hazardous materials into the sewer system.

Bill Andrew and Mayor Eady will be submitting a response to the DRI with Oxford's concerns.

Archer does plan to hold a town hall event sometime in April.

5. **Citizen Concerns**

Laura McCanless suggested that the groundskeepers can mow the areas in front of City Hall that had been mulched in the past. The mulch has disappeared and been replaced by healthy turf grass.

6. **Resolution Implementing new Water and Sewer Rates** (Attachment C)

**Erik Oliver made a motion to approve the new water and sewer rates as presented, effective for the FY 2024 fiscal year (July 1, 2023). Laura McCanless seconded the motion. The motion was approved unanimously (7/0).**

7. **Atkins Engineering Task Orders for Paving Bid and Supervision of Paving** (Attachment D)

**Erik Oliver made a motion to approve the task orders. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

8. **Jehovah's Witnesses Use of Asbury Street Park** (Attachment E)

City Attorney David Strickland advised that this group is entitled to the same 1st Amendment rights of free speech as anyone else. Chief Mark Anglin expressed concerns about enforcement of any limitations placed on them while displaying their kiosk. Mr. Strickland advised enforcement would be of their actions, such as littering, harassment, obstruction of park, etc., not for displaying their kiosk or for any free speech issues.

Erik Oliver requested that the group be asked not to leave their kiosk unattended when displaying it in the park.

Mayor Eady clarified that the group is not requesting a permit and the City is not issuing a permit for anything. They should be cited if they violate any of the City ordinances.

Jim Windham recommended that the City not specify where they can display their kiosk as long as they do not interfere with anyone's quiet enjoyment of the park.

9. **Invoices** (Attachment E)

Jim Windham asked about the status of the garbage and recycling pickup services contract. Bill Andrew stated that a request for a price increase was received recently from Latham Sanitation. Laura McCanless asked about the rationale for contracting out this service since she was not on the City Council when the decision was made. Mayor Eady stated that the City employed three people full time and had to maintain a garbage truck, and the contract model saved a lot of money.

Jim Windham asked if a quick study could be conducted to compare the cost to bring the service back in house to continuing the contract model.

10. **Town Center Development**

The City Councilmembers shared their thoughts about the town center development proposed by the DDA. Oxford College would be the anchor tenant and spaces for other companies would be available for lease. Under the proposed plan, the developer would own the building and the DDA would execute a ground lease with the developer.

Mike Ready stated that the building planned will be about 10,000-12,000 feet, with about 7,500 of it already committed.

Erik Oliver expressed concerns about the majority of the building not serving the City.

Jim Windham stated that the City would be losing the rental income it currently receives from the building of about \$33,000 per year. He wants an economic study because he does not believe the taxes and utility revenues the City will receive will make up for that loss. The citizens will be paying a lot for this building.

Erik Oliver stated his support for the overall plan and moving forward, but stated he does wish the City would retain ownership of the building.

Jim Windham asked who will pay for the Whatcoat Street improvements and deconstruction of the current facility. Mike Ready stated the DDA is only asking for the City to pay for the Whatcoat Street improvements.

George Holt stated he thought the initial discussion involved ownership of the building by the DDA. The upfront money spent by the DDA would be a loan that would be paid back by the developer.

Mayor Eady stated that if the DDA owns the building they will have to fund the design, engineering and construction of the building. The current assumption is the developer will put up those costs.

Jeff Wearing stated the City should not be in the real estate business, and therefore should not own the new building.

Bill Andrew informed the City Council that a developer has expressed interest in developing the site as a brew pub. This would require an ordinance change to allow alcohol in Oxford, which could be made by the City Council through the home rule statute of Georgia. Mike Ready stated that two other developers have also expressed interest.

Mayor Eady stated the City does not have the authority to borrow enough money to build the building. The DDA has legal authority but would have trouble obtaining a loan. They have chosen not to be in the real estate business and have a third-party finance the construction.

Mr. Windham stated the DDA was not established to contract with a third-party for construction. He believes Oxford College will eventually own the building.

Mr. Wearing expressed his support for moving forward with the DDA's proposal. He believes the DDA has done what they were charged with doing and the City Council should let them do it.

11. **Executive Session**

**Jim Windham made a motion to convene Executive Session at 8:41 p.m. to discuss a personnel matter. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

**Jim Windham made a motion to exit the Executive Session at 8:55 p.m. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).**

12. Other Business

**Laura McCanless made a motion to approve a non-competitive promotion for Matt Brown to the position of Assistant Supervisor of Public Works. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

13. **Adjourn**

**Jim Windham made a motion to adjourn at 8:55 p.m. Mike Ready seconded the motion. The motion was approved unanimously (7/0).**

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
SPECIAL CALLED MEETING  
MONDAY, APRIL 17, 2023 – 6:30 PM  
CITY HALL  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

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

**APPOINTED/STAFF PRESENT:**

Marcia Brooks – City Clerk/Treasurer  
Bill Andrew – City Manager  
Mark Anglin – Police Chief  
Larry Westmoreland – Police Lt.  
Terry White – Police Officer  
David Strickland – City Attorney

**OTHERS PRESENT:** Brian Bolick (Atkins North America); Benjamin and Anna Katuizhinsky

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

**Jeff Wearing made a motion to approve the agenda for the April 17, 2023 Mayor and Council Special Called Meeting. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).** (Attachment A)

2. **Authorization for Mayor to Execute Task Orders for Whatcoat Street Intersection Realignment with W. George Street** (Attachment B)

**Erik Oliver made a motion to approve the task orders with Jordan Engineering and Atkins. Jeff Wearing seconded the motion.**

Discussion:

Laura McCanless asked what the timeline is for the survey by Jordan Engineering. Bill Andrew advised they can start on it immediately. She also asked why a permit is needed from GDOT for the realignment. Brian Bolick with Atkins explained that George Street touches Whatcoat Street within the GDOT Highway 81 right-of-way, which requires an encroachment permit from GDOT.

**The motion carried (6/1) with Jim Windham voting Nay.**

3. **Burial of Residential Electrical Service Lines at 804B, 804C, and 804D Emory Street** (Attachment C)



**Erik Oliver made a motion to accept the lowest material and contractor bids for residential electrical service lines being undergrounded and to enter into a repayment agreement with the property owners, Benjamin and Anna Katuizhinsky. Mike Ready seconded the motion.**

Discussion:

Jim Windham asked if the cost would be reimbursed by the property owners in one lump sum. The property owners stated they would agree to do so.

Laura McCanless asked if the contract with the property owners can include a bedrock clause. Jim Windham agreed that the contract should have this clause. It was also noted that the bid from U-Tec does not include a bedrock clause.

Mayor Eady asked what the difference is between the two options. Jody Reid explained Option 1 is to bury the entire line across all three properties. Option 2 is to bury two spans of line on one property. The property owners prefer Option 1.

Mayor Eady stated that a bedrock clause will be added to the contract with the approved bidder and the contract with the property owners for reimbursement to the City. David Strickland advised the contract with the property owners will incorporate the contract with the approved bidder by reference, which should address that the property owners are responsible for paying any amounts billed by the approved bidder for encountering rock.

**Erik Oliver amended his motion to state that the City Council is approving a contract for the bid from Over and Under Contractors for Option 1 to perform the work and a contract with the property owners for repayment of the full cost. Mike Ready seconded the motion. The motion was approved unanimously (7/0).**

#### 4. **Adjourn**

**Jim Windham made a motion to adjourn at 6:45 p.m. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**

Respectfully Submitted,

Marcia Brooks  
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, APRIL 25, 2023 – 10:30 AM  
CITY HALL  
DRAFT**

**ELECTED OFFICIALS PRESENT:**

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

**STAFF PRESENT:**

Marcia Brooks – City Clerk/Treasurer  
Bill Andrew – City Manager  
Mark Anglin – Police Chief  
Jody Reid – Utilities/Maintenance  
Superintendent

**ELECTED OFFICIALS NOT PRESENT:**

Erik Oliver – Councilmember

**OTHERS PRESENT:** Art Vinson

**Agenda (Attachment A)**

**1. Call to Order – Mayor David S. Eady**

**2. FY 2024 Proposed Operating Budget (Attachment B)**

Marcia Brooks provided an overview of the proposed operating budget, including the impact of a recommended 4% COLA and 2.5% performance-based increases for employees. She also noted that the costs for FICA and retirement are directly related to the salary costs included. All salaries are calculated in the budget as if the City is fully staffed 100% of the fiscal year. Projected insurance costs reflect a 10-20% anticipated increase based on historical data.

Overall the proposed general fund operating budget currently shows a deficit of about \$485,000. The City will need to find a way to address this deficit and pass a balanced budget for FY 2024. While Electric and Water/Sewer projected excess revenues can help cover this deficit, they will not be adequate to fully cover it. The Solid Waste fund is projected to operate at a deficit and the City Council will need to consider raising the rates for trash and recyclable materials pickup to cover that deficit.

The City Council made the following recommendations for FY 2024 projections:

- Real Property Tax Revenue – increase to \$170,000
- TV Cable Franchise Tax Revenue – increase to \$30,000
- Leave out Whatcoat Building Lease and Verizon Least Interest Revenue since they are not flows of cash – Marcia will have to consult with our financial advisors on this

- Defer expenditure for FLOCK cameras (\$10,000) to a future fiscal year
- Reduce Street Department Supplies and Materials Expenditures to \$5,000
- Reduce Street Department Street Repairs Expenditures to \$5,000
- Reduce Parks and Recreation Department Supplies & Materials Expenditures to \$21,000 (pending verification of cost of playground mulch)
- Reduce Water and Sewer Department Sewer Treatment Fees Expenses to \$120,000
- Raise rates in Solid Waste Department to \$30 per month per can.

3. **FY 2024 Proposed Special Revenue Budget** (Attachment C)

4. **FY 2024-2028 Proposed Capital Improvement Plan** (Attachment D)

The City Council discussed how accumulated SPLOST funds can be used. Recommendations were to pay for the patrol vehicle budgeted for FY 2024 out of these funds. Several improvements to Asbury Street Park were also discussed. Laura McCanless agreed to take a task to the Trees, Parks, and Recreation Board to come up with a capital improvement plan for Asbury Street Park.

5. **Adjourn**

The meeting was adjourned by Laura McCanless at 2:10 p.m.

Respectfully Submitted,

Marcia Brooks

City Clerk/Treasurer

# Latham Home Sanitation Co., Inc.

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P.O. Box 515 • Loganville, GA 30052 • 770-554-0455

31 March 2023

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

RE: Solid Waste and Recycling Collection Service

Dear Mr. Andrew,

Latham Home Sanitation began servicing the City of Oxford on 1 July 2012 with once weekly solid waste and recycling collection service. As an Oxford College graduate, Class of '78, the City of Oxford has been a sentimental favorite of mine and a source of pride to provide contracted service to your beautiful city. As discussed in late fall, LHS is now officially requesting a rate increase from the City of Oxford to accurately reflect the current industry market.


Over the years, we have deflected numerous consumer cost-of-living adjustment opportunities by rearranging routes to incorporate Oxford's business within other neighboring routes/cities. We have requested and received a total of two rate increases in the last eleven years. Our last rate increase was awarded on 1 July 2020. In addition, we have successfully maintained our current rate over the last three years despite nationwide inflation and surging diesel prices which have not abated. As a result, we have exhausted all our efforts to maintain service at the current rate.

I understand budgets are being created for the City's upcoming fiscal year, beginning 1 July 2023. I would like to request the proposed new monthly rate for once-per-week solid waste collection and recycling service be approved and implemented on our contract's anniversary date of 1 July 2023.

Please find a Price Sheet attached with our newly proposed itemized prices.

We recognize this increase may raise questions with the City's leadership. We are available to meet with you, Mayor, and City Council to discuss any identified issue or concern regarding this request.

Again, LHS remains committed and will continue to strive to ensure Oxford's weekly solid waste and recycling collection remains a successful endeavor. We are honored to continue service while keeping our rates competitive and level of service sustainable. Your prompt attention and approval shall be greatly appreciated.

Sincerely submitted,  
  
Barbara Latham Jarvis  
President

*"Your Recycling Specialist"*

**1 July 2023 Proposed monthly charges for the City of Oxford are as follows:**

Once per week residential collection with a 95 or 65 gallon Roll-A-Waste container

\$ 16.25 per house/per month

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Price per each additional 95 or 65 gallon Roll-A-Waste residential container

\$ 7.50 per container/per month

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Once per week commercial collection with 95 or 65 gallon Roll-A-Waste container

\$19.75 per commercial business/ per month

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Price per each additional 95 or 65 gallon Roll-A-Waste commercial container

\$ 7.50 per commercial container/ per month

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Price for an 18 gallon recycling tub

NO CHARGE

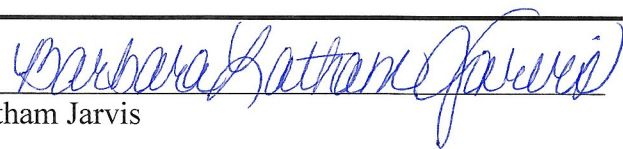
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Price for a 95 or 65 Roll-A-Waste RECYCLING Container is an additional

\$ 10.00 /per month

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Dated 31 March 2023

Signed by:   
Barbara Latham Jarvis  
President



## **NON-PERSONAL SERVICES CONTRACT**

### **Independent Service Provider Agreement**

This Agreement is made effective as of this date \_\_\_\_\_ by and between the City of Oxford, 110 West Clark Street, Oxford, Georgia 30054, and Latham Home Sanitation Co, Inc., P. O. Box 515, Loganville, Georgia, 30052. In this Agreement, the party who is contracting to receive the services shall be referred to as “the City of Oxford”, and the party who will be providing the services shall be referred to as “Service Provider”.

Therefore, the parties agree as follows:

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

*Services to be provided include collection of residential solid waste and recyclable items and disposal services. In addition, the services include the collection of commercial solid waste and disposal services. Commercial recycling and disposal services will continue for existing commercial accounts only. The recyclables program will include newspaper, aluminum, plastic, and such items as appropriate and agreed to by the City of Oxford and the Service Provider. All materials collected will be handled and disposed of in accordance with City of Oxford and Newton County ordinances and State of Georgia and Federal laws, rules and regulations. Yard waste will be collected by the City of Oxford.*

*Collections will be made once a week for all residential and commercial customers. Commercial solid waste and recyclable services will be limited to those businesses and organizations utilizing residential containers. The City of Oxford must be advised and agree to any additional collections and any changes in billing of any customer. Failure to provide the required changes as described will delay or void any additional billing charges.*

**2. PAYMENT.** The City of Oxford will pay compensation to Service Provider for the services listed above, based on the attached schedule (Appendix A). In addition to the services listed in Appendix A, the City of Oxford. Compensation shall be payable upon completion of services of Service Provider and approval by the City of Oxford. Compensation shall be payable the first of the month following the month work was performed.

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

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

**3. RATES.** Any changes in both the monthly residential and commercial garbage and recycling rates as listed in Appendix A shall require 120 days written notice prior to June 30 of the year. Any new rates shall take effect on the next July 1<sup>st</sup> pending approval by the Mayor and City Council.

4. **EQUIPMENT.** All collection vehicles used by the Service Provider are limited to single axles and 10,000-pound gross weight.
5. **CONTAINERS.** Roll cart containers will be provided by the City of Oxford to each customer for the collection of household garbage. Containers will have the capacity to hold approximately 95 gallons of waste. However, a smaller container with the capacity to hold approximately 65 gallons of waste will be provided to those customers requesting the smaller container. Small (18-gallon) recycling containers will be provided by the City of Oxford. The Service Provider, upon request of the City of Oxford, shall provide a 65-gallon container for recycling materials to the customer. Customers will deliver containers to the curb for collection. Households without an able-bodied person to deliver the container to the curb may request collection of the container at their residence at no additional charge.
6. **CHANGES IN PICKUP SCHEDULE.** Service Provider will notify the City of Oxford of any changes in the pickup schedule at least two weeks in advance. Service Provider will reschedule the weekly pickup if a route is missed due to unforeseen circumstances.
7. **WARRANTY.** The standard of care for all professional services performed or furnished by Service Provider under this Agreement will be the skill and care used by members of Service Provider's profession practicing under similar circumstances at the same time and in the same locality. Service Provider makes no warranties, express or implied, under this Agreement or otherwise, in connection with Service Provider's services.
8. **RELATIONSHIP OF PARTIES.** Service Provider is an independent Service Provider and neither Service Provider, Contractors employed by the Service Provider (if any), nor any of their agents are employees of the City of Oxford. Service Provider is responsible for the direction and supervision of its employees and Contractors and shall promptly remove any personnel who are not adhering to the terms of this Agreement. The City of Oxford will **not** provide fringe benefits, including health insurance, paid vacation, overtime, or any other employee benefit for the benefit of Service Provider. The Service Provider shall purchase and maintain insurance for claims covered under General Liability. This insurance shall be written by a company or companies approved by the City of Oxford, and for not less than One Million Dollars, (\$1,000,000.00). Certificates of such insurance shall be filed with the City of Oxford prior to the commencement of the service provided and upon the City of Oxford's request shall name same as an additional insured.
9. **INDEMNITY.** To the fullest extent permitted by law, Service Provider shall indemnify the City of Oxford, its officers, directors, partners, employees, and representatives from and against all losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Service Provider or Service Provider's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.
10. **TERM/TERMINATION.** This Agreement shall be effective for a period of **Twelve (12) Months**, starting July 1, 2023, and shall automatically renew for successive terms of the same duration, unless the City of Oxford provides 30 days written notice to Service Provider prior to the termination of the applicable initial term or renewal term.
11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia (excluding Choice of Law provisions). In performance of this Agreement, Service Provider will comply with all requirements of applicable state and local law, regulations and ordinances. Service Provider also agrees to abide by all applicable rules and regulations of the City of Oxford.

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

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

**City of Oxford**

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

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

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

**Service Provider:**

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

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



**1 July 2023 Proposed monthly charges for the City of Oxford are as follows:**

Once per week residential collection with a 95 or 65 gallon Roll-A-Waste container

**\$ 16.25 per house/per month**

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Price per each additional 95 or 65 gallon Roll-A-Waste residential container

**\$ 7.50 per container/per month**

---

Once per week commercial collection with 95 or 65 gallon Roll-A-Waste container

**\$19.75 per commercial business/ per month**

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Price per each additional 95 or 65 gallon Roll-A-Waste commercial container

**\$ 7.50 per commercial container/ per month**

---

Price for an 18 gallon recycling tub

**NO CHARGE**

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Price for a 95 or 65 Roll-A-Waste RECYCLING Container is an additional

**\$ 10.00 /per month**

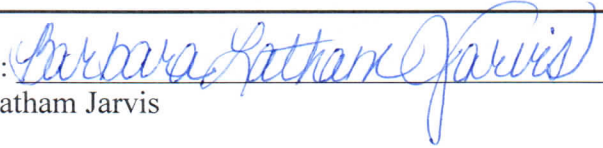
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Price for each household bulk item collected at curb-regardless of size-limit two per week

**\$25.00/ each**

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Dated 31 March 2023

Signed by:   
Barbara Latham Jarvis  
President

BID TABULATION RECEIVED ONLINE THROUGH QUESTCDN for the City of Oxford March 30, 2023 at 3:00 pm				CARTER & SLOOPE, INC. CONSULTING ENGINEERS 1031 Stonebridge Parkway Watkinsville, GA 30677					
PROJECT: City of Oxford FY 2019 CDBG C&S PROJECT NO.: 09800.003				BIDDERS:  Anderson Grading & Pipeline, LLC 221 S. Mildred Ave. Monroe, GA 30655		FS Scarborough, LLC 500 Lanier Ave. W, Ste 911 Fayetteville, GA 30214		Site Engineering Inc. 7025 Best Friend Rd. Atlanta, GA 30340	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1. Fixed - ROCK EXCAVATION & REMOVAL									
1001	390	CY	Rock Removal	\$ 95.00	\$ 37,050.00	\$ 95.00	\$ 37,050.00	\$ 95.00	\$ 37,050.00
2. SOIL EROSION & SEDIMENT CONTROL									
2001	3500	LF	Sd1-NS, Silt Fence - Non-Sensitive	\$ 3.00	\$ 10,500.00	\$ 2.76	\$ 9,660.00	\$ 4.00	\$ 14,000.00
2002	4	EA	Sd2-P, Inlet Sediment Trap, Type P	\$ 244.00	\$ 976.00	\$ 159.26	\$ 637.04	\$ 500.00	\$ 2,000.00
2003	75	EA	Cd-Hb, Check Dam - Hay Bale	\$ 407.00	\$ 30,525.00	\$ 196.01	\$ 14,700.75	\$ 200.00	\$ 15,000.00
2004	3	EA	Construction Exit	\$ 2,926.00	\$ 8,778.00	\$ 3,983.68	\$ 11,951.04	\$ 2,500.00	\$ 7,500.00
2005	11000	SY	Permanent Grassing complete including sod, fine grading, fertilizing, & all necessary appurtenances to establish an acceptable stand of grass.	\$ 13.00	\$ 143,000.00	\$ 1.84	\$ 20,240.00	\$ 15.00	\$ 165,000.00
2006	6	MTHS	NPDES Monitoring	\$ 620.00	\$ 3,720.00	\$ 459.39	\$ 2,756.34	\$ 800.00	\$ 4,800.00
2007	1.9	Acres	Notice of Intent (NOI) Filing Fee	\$ 90.00	\$ 171.00	\$ 61.25	\$ 116.38	\$ 500.00	\$ 950.00
3. WATER DISTRIBUTION - Water mains and freebores									
3001	80	LF	8" Dia. RJ DIP Water Main, Pressure Class 350	\$ 102.00	\$ 8,160.00	\$ 147.59	\$ 11,807.20	\$ 180.00	\$ 14,400.00
3002	5500	LF	8" Dia. DIP Water Main, Pressure Class 350	\$ 97.00	\$ 533,500.00	\$ 140.02	\$ 770,110.00	\$ 170.00	\$ 935,000.00
3003	180	LF	6" Dia. RJ DIP Water Main, Pressure Class 350	\$ 87.00	\$ 15,660.00	\$ 136.97	\$ 24,654.60	\$ 175.00	\$ 31,500.00
3004	440	LF	6" Dia. DIP Water Main, Pressure Class 350	\$ 71.00	\$ 31,240.00	\$ 129.53	\$ 56,993.20	\$ 165.00	\$ 72,600.00
3005	2700	LF	6" Dia. PVC Water Main, C900 DR 14	\$ 83.00	\$ 224,100.00	\$ 119.58	\$ 322,866.00	\$ 160.00	\$ 432,000.00
3006	3	EA	Connect to Existing 6" Water Main	\$ 7,103.00	\$ 21,309.00	\$ 7,421.75	\$ 22,265.25	\$ 5,000.00	\$ 15,000.00
3007	1	EA	Connect to Existing 6" Water Main at Tee Connction	\$ 6,689.00	\$ 6,689.00	\$ 10,756.14	\$ 10,756.14	\$ 5,000.00	\$ 5,000.00
3008	40	LF	Open Cut 16" Dia. Steel Casing, 0.250" WT (carrier pipe paid under separate item)	\$ 209.00	\$ 8,360.00	\$ 181.65	\$ 7,266.00	\$ 500.00	\$ 20,000.00
3009	160	LF	Open Cut 12" Dia. Steel Casing, 0.250" WT (carrier pipe paid under separate item)	\$ 141.00	\$ 22,560.00	\$ 130.86	\$ 20,937.60	\$ 450.00	\$ 72,000.00
3010	75	LF	Freebore 8" Water Main	\$ 77.00	\$ 5,775.00	\$ 294.31	\$ 22,073.25	\$ 200.00	\$ 15,000.00
3011	75	LF	Freebore 6" Water Main	\$ 77.00	\$ 5,775.00	\$ 294.31	\$ 22,073.25	\$ 200.00	\$ 15,000.00
3012	300	LF	8" Polyethylene Encasement	\$ 4.00	\$ 1,200.00	\$ 13.69	\$ 4,107.00	\$ 10.00	\$ 3,000.00
3013	50	LF	6" Polyethylene Encasement	\$ 11.00	\$ 550.00	\$ 13.69	\$ 684.50	\$ 10.00	\$ 500.00
4. WATER DISTRIBUTION - Appurtenances									
4001	6	EA	8" Gate Valve, MJ w/Box	\$ 4,234.00	\$ 25,404.00	\$ 3,473.40	\$ 20,840.40	\$ 6,000.00	\$ 36,000.00
4002	15	EA	6" Gate Valve, MJ w/Box	\$ 3,325.00	\$ 49,875.00	\$ 2,488.90	\$ 37,333.50	\$ 5,000.00	\$ 75,000.00
4003	9	EA	Fire Hydrant Assembly on 8" Main, complete with 3-way Fire Hydrant, +/- 5 LF 6" DI lead, hydrant tee, 6" gate valve with box, gravel, rodding, etc.	\$ 9,249.00	\$ 83,241.00	\$ 7,574.47	\$ 68,170.23	\$ 12,000.00	\$ 108,000.00
4004	1	EA	Fire Hydrant Assembly on 8" Main, complete with 3-way Fire Hydrant, Gradelok anchor coupling, +/-5 LF 6" DI lead, hydrant tee, 6" gate valve with	\$ 9,778.00	\$ 9,778.00	\$ 7,574.47	\$ 7,574.47	\$ 12,000.00	\$ 12,000.00
4005	7	EA	Fire Hydrant Assembly on 6" Main, complete with 3-way Fire Hydrant, +/-5 LF 6" DI lead, hydrant tee, 6" gate valve with box, gravel, rodding, etc.	\$ 9,134.00	\$ 63,938.00	\$ 7,480.35	\$ 52,362.45	\$ 12,000.00	\$ 84,000.00
4006	1	EA	12"x8" Tapping Sleeve & Valve with V.B.	\$ 13,785.00	\$ 13,785.00	\$ 9,915.37	\$ 9,915.37	\$ 12,500.00	\$ 12,500.00
4007	21	EA	Concrete Valve Marker	\$ 83.00	\$ 1,743.00	\$ 80.72	\$ 1,695.12	\$ 100.00	\$ 2,100.00
4008	1.4	TN	Fittings (Including MJ, DJ, & RJ)	\$ 27,840.00	\$ 38,976.00	\$ 18,161.51	\$ 25,426.11	\$ 20,000.00	\$ 28,000.00
4009	2	EA	Adjust Valve Boxes to Grade	\$ 521.00	\$ 1,042.00	\$ 1,509.27	\$ 3,018.54	\$ 1,000.00	\$ 2,000.00
5. WATER DISTRIBUTION - New Services									
5001	45	EA	Relocate Existing Water Meter to R/W	\$ 649.00	\$ 29,205.00	\$ 1,364.25	\$ 61,391.25	\$ 400.00	\$ 18,000.00
5002	45	EA	Reconnect Existing Water Meter	\$ 959.00	\$ 43,155.00	\$ 1,364.25	\$ 61,391.25	\$ 400.00	\$ 18,000.00
5003	5	EA	Replace Water Meter Lid	\$ 49.00	\$ 245.00	\$ 156.67	\$ 783.35	\$ 200.00	\$ 1,000.00
5004	50	EA	3/4" Service Connection to 8" Main (Including Tapping Saddle, Corporation Stop, Curb Stop, etc.)	\$ 1,816.00	\$ 90,800.00	\$ 1,439.10	\$ 71,955.00	\$ 1,800.00	\$ 90,000.00
5005	15	EA	3/4" Service Connection to 6" Main (Including Tapping Saddle, Corporation Stop, Curb Stop, etc.)	\$ 1,804.00	\$ 27,060.00	\$ 1,432.20	\$ 21,483.00	\$ 1,800.00	\$ 27,000.00
5006	15	EA	1" Double-Set Service Connection to 6" Main (Including 1x Tapping Saddle, 1x Corporation Stop, 1x Yoke, 2x Curb Stops, etc.)	\$ 2,612.00	\$ 39,180.00	\$ 2,037.32	\$ 30,559.80	\$ 2,000.00	\$ 30,000.00
5007	1500	LF	3/4" Copper Service Tubing	\$ 23.00	\$ 34,500.00	\$ 36.65	\$ 54,975.00	\$ 40.00	\$ 60,000.00
5008	400	LF	1" Copper Service Tubing	\$ 27.00	\$ 10,800.00	\$ 39.69	\$ 15,876.00	\$ 50.00	\$ 20,000.00

PROJECT: City of Oxford FY 2019 CDBG C&S PROJECT NO.: 09800.003				BIDDERS:  Anderson Grading & Pipeline, LLC 221 S. Mildred Ave. Monroe, GA 30655		FS Scarborough, LLC 500 Lanier Ave. W, Ste 911 Fayetteville, GA 30214		Site Engineering Inc. 7025 Best Friend Rd. Atlanta, GA 30340	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
5009	1000	LF	3/4" Service Connection Free Bore (Including PVC Casings, etc.)	\$ 35.00	\$ 35,000.00	\$ 77.53	\$ 77,530.00	\$ 25.00	\$ 25,000.00
5010	250	LF	1" Service Connection Free Bore (Including PVC Casings, etc.)	\$ 35.00	\$ 8,750.00	\$ 80.56	\$ 20,140.00	\$ 25.00	\$ 6,250.00
6. WATER DISTRIBUTION - Abandon old mains									
6001	10	EA	Remove existing fire hydrant, valve box and cut & plug	\$ 1,038.00	\$ 10,380.00	\$ 1,745.53	\$ 17,455.30	\$ 1,500.00	\$ 15,000.00
6002	10	EA	Abandon existing valve box & fill w/ conc.	\$ 295.00	\$ 2,950.00	\$ 860.05	\$ 8,600.50	\$ 500.00	\$ 5,000.00
6003	5	EA	Cut & Cap 6" Water Main	\$ 2,852.00	\$ 14,260.00	\$ 1,958.43	\$ 9,792.15	\$ 2,000.00	\$ 10,000.00
7. REMOVING & REPLACING PAVEMENTS									
7001	350	SY	Asphalt Roadway Repair/Replacement	\$ 326.00	\$ 114,100.00	\$ 116.38	\$ 40,733.00	\$ 150.00	\$ 52,500.00
7002	100	SY	Asphalt Driveway Repair/Replacement	\$ 168.00	\$ 16,800.00	\$ 106.58	\$ 10,658.00	\$ 100.00	\$ 10,000.00
7003	20	SY	Dirt Driveway Repair/Replacement	\$ 13.00	\$ 260.00	\$ 29.40	\$ 588.00	\$ 20.00	\$ 400.00
7004	120	SY	Gravel Driveway Repair/Replacement	\$ 18.00	\$ 2,160.00	\$ 42.88	\$ 5,145.60	\$ 30.00	\$ 3,600.00
7005	250	SY	Concrete Driveway Repair/Replacement	\$ 127.00	\$ 31,750.00	\$ 183.76	\$ 45,940.00	\$ 80.00	\$ 20,000.00
7006	20	LF	Concrete Curb & Gutter Repair/Replacement	\$ 112.00	\$ 2,240.00	\$ 73.50	\$ 1,470.00	\$ 100.00	\$ 2,000.00
8. Allowances									
8001	1	EA	Material Price Escalation Allowance	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
8002	1	EA	Testing Allowance	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
TOTAL COST ITEMS 1-8 FOR THE AMOUNT OF:					\$ 1,978,475.00		\$ 2,234,008.93		\$ 2,708,150.00
9. Alternates									
9001	80	LF	8" Dia. RJ PVC Water Main, C900 DR 14Installed with Type 6 Bedding	\$ 91.00	\$ 7,280.00	\$ 142.03	\$ 11,362.40	\$ 205.00	\$ 16,400.00
9002	5500	LF	8" Dia. PVC Water Main, C900 DR 14Installed with Type 6 Bedding	\$ 102.00	\$ 561,000.00	\$ 135.47	\$ 745,085.00	\$ 185.00	\$ 1,017,500.00
9003	180	LF	6" Dia. RJ PVC Water Main, C900 DR 14Installed with Type 6 Bedding	\$ 70.00	\$ 12,600.00	\$ 123.70	\$ 22,266.00	\$ 200.00	\$ 36,000.00
9004	440	LF	6" Dia. PVC Water Main, C900 DR 14Installed with Type 6 Bedding	\$ 70.00	\$ 30,800.00	\$ 119.04	\$ 52,377.60	\$ 180.00	\$ 79,200.00
I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on March 30, 2023.									
<div>Chad Peden PE</div> <div>James Chad Peden PE#042771</div>									



April 7, 2023

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

RE: City of Oxford  
FY 2019 CDBG  
C&S Project No.: O9800.003

Dear Mr. Andrew:

As you are aware, bids were received and opened for the referenced project on March 30, 2023, at 3:00 PM. We have checked and tabulated the base bids received as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Base Bid with Alternates</u>	<u>% Over Low Bid</u>
1. Anderson Grading & Pipeline, LLC	\$1,978,475.00	\$2,001,595.00	-
2. FS Scarborough, LLC	\$2,234,008.93	\$2,201,534.93	12.9%
3. Site Engineering, Inc.	\$2,708,150.00	\$2,803,750.00	36.9%

Bidders were requested to submit prices on alternate bid items, which included installing PVC C900 water main in lieu of DIP. Since the price for the alternate bid items was greater than the base bid for the apparent low bidder and the use of PVC C900 for this project does not offer any advantage over DIP, C&S recommends accepting the base bid **without** the alternate bid items.

Since the low bidder appears to have adequate experience, technical ability, and financial capability to complete this project and has successfully completed similar projects, **Carter & Sloope recommends that this Contract be awarded to Anderson Grading & Pipeline, LLC in an amount equal to \$1,978,475.00.**

We are attaching the certified "Bid Tabulation" to this letter for your records. We are also transmitting the Notice of Award for this project. Please print and execute four (4) copies of the Notice of Award and return the original executed documents to our office as soon as possible. We will prepare four (4) originals of the Agreement and forward them to you once the Contractor has executed the Agreement and delivered all the necessary Payment and Performance bonds and Certificates of Insurance.

Mr. Bill Andrew, City Manager  
Page 2

April 7, 2023

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

Sincerely,

Chad Peden, P.E.

JCP:jal

Enclosures:    Certified Bid Tabulation  
                    Notice of Award

**NOTICE OF AWARD**

Date of Issuance:

Owner: City of Oxford

Owner's Project No.:

Engineer: Carter & Sloope, Inc.

Engineer's Project No.: 09800.003

Project: FY 2019 CDBG

Contract Name: FY 2019 CDBG

Bidder: Anderson Grading & Pipeline LLC

Bidder's Address: 221 S. Mildred Ave., Monroe, GA 30655

You are notified that Owner has accepted your Bid dated March 30, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**FY 2019 CDBG**

The Contract Price of the awarded Contract is \$ 1,978,475.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**4** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **4** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Oxford**

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

Copy: Engineer

**City of Oxford**  
**FY 2019 CDBG**

C&S Project No: **09800.003**  
**October 2022**

LEASE AGREEMENT

GEORGIA, FULTON COUNTY.

THIS INDENTURE, made and entered into this the 5  
day of April, 1965, by and between the  
TOWN OF OXFORD, GEORGIA, an incorporated municipality of the  
State of Georgia, having been incorporated on the 23rd day  
of December, 1939, hereinafter referred to as the "Lessor",  
and THE NORTH GEORGIA CONFERENCE OF THE METHODIST CHURCH, INC.,  
a corporation organized under the laws of the State of Georgia,  
hereinafter referred to as the "Lessee",

WITNESSETH:

WHEREAS, the Lessor is the owner of the property  
hereinafter described, which is located in the TOWN OF OXFORD,  
GEORGIA, and

WHEREAS, the said property contains a building known  
as "THE OLD CHURCH", and

WHEREAS, "THE OLD CHURCH" has great historical and  
religious significance to the Methodist Church, and particu-  
larly to EMORY COLLEGE, as it operated in the TOWN OF OXFORD,  
and

WHEREAS, the desire exists within The Methodist Church  
to keep and maintain the premises and property of "THE OLD  
CHURCH", and

WHEREAS, the desire exists in the Council of the TOWN  
OF OXFORD to make the said property available for use by The  
Methodist Church and its several agencies,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable considerations flowing from each of the parties to the other, the parties hereto do, for themselves, their successors and assigns, agree between themselves as follows:

1.

The Lessor does, by this instrument and these presents, lease to the Lessee for a period of ninety-nine (99) years, the following described property and all improvements thereon:

STARTING at a point on the Southwest intersection of Wesley and Fletcher Streets and running along the Southern boundary of Fletcher Street a distance of 2-1/2 chains (165 feet); thence in a Northerly direction parallel to Wesley Street a distance of 2-1/2 chains to the Northern boundary of Fletcher Street; thence in an Easterly direction along the North boundary of Fletcher Street 2-1/2 chains to the Northwest intersection of Fletcher and Wesley Streets; thence in a Southerly direction along the West boundary of Wesley Street a distance of 2-1/2 chains to the starting point. This area forms an approximate square.

2.

The Lessee agrees to pay to the Lessor for the demised premises the sum of One (\$1.00) Dollar per year, and to maintain "THE OLD CHURCH", located on the said property, in a reasonable degree of repair and maintenance as the exigencies of the situation and the feasibility of use of the said property may be felt by the Lessee.

3.

The Lessee agrees that it will not use the said property except for educational, religious, charitable and non-profit purposes.



4.

The Lessor shall have no obligation to repair, restore or maintain any part of the property referred to herein, nor the improvements thereon, and Lessor does hereby agree that as long as the property shall be leased pursuant to this instrument, no taxes shall be assessed against it by the Lessor.

5.

Should improvements on the premises now, or to be placed there hereafter, be destroyed or so damaged by fire or other casualty as to become untenable and uneconomical to replace, this Lease may be terminated at the option of the Lessee. or lessor. *C. H. Jackson Mayor*  
*Hubert Tinslie, Chair, Tinslie*

6.

The Lessee shall comply with all of the laws, orders, ordinances and regulations of the Lessor in any and all of its departments, and with all of the statutes, rules and regulations of the State of Georgia in any or all of its departments.

7.

The Lessor covenants that it is the owner in fee simple of the premises and should Lessor subsequently sell the property, it will give to the Lessee an option to purchase at the price at which a sale is contemplated and acceptable to the Lessor.

8.

Lessor covenants that the premises are free and clear from all encumbrances and restrictions and limitations which

would or will prevent or interfere with the use of the said premises by the Lessee, as contemplated herein, and, if the Lessee shall keep and maintain the premises, and perform all of the covenants of this Lease on the part of the Lessee to be performed, the Lessor will and does warrant and guarantee to the Lessee the quiet, peaceful and undisturbed possession of said premises.

9.

Lessee agrees that it will not assign the interest created by this instrument to anyone else, other than to a different division, agency, or body of The Methodist Church, or its successors.

10.

Lessee agrees that the Lessor may, at all reasonable times, enter upon the premises for the purpose of inspection of the buildings, and such other purposes as may be necessary or proper for the reasonable protection of its interests in the premises.

11.

IT IS MUTUALLY COVENANTED AND AGREED that upon the termination of this Lease, the said Lessee will peaceably and quietly deliver up the said premises and improvements thereon to the said Lessor.

12.

This writing contains the entire agreement between the parties hereto and nothing except that which is stated herein

shall be binding as between the parties.

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto set their hands and affixed their seals, the day and year first above written, this instrument being executed in duplicate with each copy being considered an original.

TOWN OF OXFORD, GEORGIA

By: Mrs. V. L. Bankston, Clerk

(Lessor)

(CORPORATE SEAL)

THE NORTH GEORGIA CONFERENCE OF  
THE METHODIST CHURCH, INC.

By: W. L. Radd, Sec

(Lessee)

(CORPORATE SEAL)

old Church

AGREEMENT TO TRANSFER OF  
LEASE

GEORGIA, NEWTON COUNTY

THIS INDENTURE, Made and entered into this 12 day  
of May 1975, 1975, by and between the TOWN OF OXFORD,  
GEORGIA, an incorporated municipality of the State of Georgia, having  
been incorporated on the 23rd day of December, 1839, hereinafter re-  
ferred to as the "Lessor", and THE NORTH GEORGIA CONFERENCE  
OF THE METHODIST CHURCH, INC., a corporation organized under  
the laws of the State of Georgia, hereinafter referred to as the "Lessee",  
and OXFORD SHRINE SOCIETY, INC., hereinafter referred to as the  
"Transferee",

WITNESSETH:

WHEREAS, on April 5, 1965, Lessor leased to Lessee the  
old church in Oxford under certain terms and specifications as set forth  
in said lease, same of which is hereafter referred to and made a part  
of this Agreement;

WHEREAS, OXFORD SHRINE SOCIETY, INC., the Transferee,  
wishes to take over lease of THE NORTH GEORGIA CONFERENCE OF  
THE METHODIST CHURCH, INC., to carry out provisions set forth in  
said lease previously mentioned and

WHEREFORE, Transferee agrees to live up to and carry  
out all the terms and specifications set forth in said lease of April 5,  
1965, and Lessor, TOWN OF OXFORD, does herewith consent and agree  
to the transfer of said lease from THE NORTH GEORGIA CONFERENCE  
OF THE METHODIST CHURCH, INC. to OXFORD SHRINE SOCIETY,  
INC., all as approved and set forth in the minutes of the meeting of the

LARD, THIGPEN  
and GRIFFITH  
ATTORNEYS AT LAW  
207 CECIL ST., N.W.  
ATLANTA, GA. 30303  
788-5123

Mayor and Council of Town of Oxford on the 12 day of May 1975,  
1975.

TOWN OF OXFORD, GEORGIA

By: Wiley Allgood  
(Lessor)

THE NORTH GEORGIA CONFERENCE  
OF THE METHODIST CHURCH, INC.

By: John F. Thigpen  
(Lessee)

OXFORD SHRINE SOCIETY, INC.

By: William A. Atkinson  
(Transferee)  
*James P. Atkinson*

*Consent members*  
*J. Weldon Carson*  
*Thomas W. Dial*  
*L. H. Hester*  
*Fred E. Taylor*

# OXFORD HISTORICAL SHRINE SOCIETY, INC.

OXFORD, GEORGIA 30267

## MEMO TO THE OXFORD CITY COUNCIL

July 7, 1997

My name is Eva Sitton. I am president of the Oxford Historical Shrine Society and am here tonight representing the Society. As you probably know, the Society holds a lease - which expires in 2064 - from the City for the Old Church building and for the property on which it stands. This property is a square - 165 feet on each side - on part of the undeveloped section of right-of-way of Fletcher Street west of Wesley Street.

Since 1994, this piece of property has also been the site of historic Kitty's Cottage. The cottage, you may know, originally stood on the lot north of Old Church. It was moved to Salem Campground in 1938 and stayed there for 56 years, until Salem's trustees decided to give it to the City of Oxford.

The City paid for most of the expense of moving the Cottage. The Society solicited donations for the remainder, and also raised \$6,000 toward restoration of the Cottage. We would like to do more, but we are hampered by the fact that we have no legal document giving us responsibility for the Cottage.

What we are requesting tonight is that the City Council direct its lawyer to prepare a lease for the Cottage, to the Society, under the same terms as those already in effect for the Old Church property. This new document might be in the form of an amendment to the present lease, or it might be a complete new lease, as the lawyer thinks best.

The terms of the present lease, by the way, include the Society taking the total responsibility for maintenance and upkeep of the property, while allowing the City access at all times. The terms also specify only non-profit use of the building and payment by the Society of one dollar a year.

**SECOND AMENDMENT TO LEASE**  
**CITY OF OXFORD, NEWTON COUNTY, GEORGIA**  
**OXFORD HISTORICAL SHRINE SOCIETY, INC.**

COPY

THIS INDENTURE made and entered into this 30<sup>th</sup> day of January, 1998, by and between the City of Oxford, Georgia, an incorporated municipality of the State of Georgia, and the Oxford Historical Shrine Society, Inc., of the City of Oxford, Newton County, Georgia.

**WITNESSETH:**

That a lease between Grantor herein and the North Georgia Conference of the Methodist Church, Inc., for the leasing of certain properties in the City of Oxford was entered into on the 5<sup>th</sup> day of April, 1965, all as setforth in said lease.

That said lease was transferred to the Oxford Shrine Society, Inc., by the North Georgia Conference of the Methodist Church, Inc., on the 12<sup>th</sup> day of May 1975, same being approved by the Town of Oxford.

That the name of the Oxford Shrine Society, Inc. on the 27th day of October, 1985 was changed from Oxford Shrine Society, Inc., to Oxford Historical Shrine Society, Inc.

That there has now been placed upon said leased property a building designated "Kitty's Cottage" which was given to the City of Oxford by the Trustees of Salem Camp Ground in 1994.

That the Oxford Historical Shrine Society, Inc. requested, by letter dated November 24, 1997, that the City of Oxford amend the lease of the Old Church property be to include "Kitty's Cottage"

*ELW*  
NOW THEREFORE, the City of Oxford does herewith amend it's lease to the  
Oxford Historical Shrine Society, Inc.,

1.

By adding after the words<sup>#</sup>The Old Church" and at the end of line FOURTEEN  
(14) on page one (1) of lease dated April 5, 1965 the following:

*ELW* *and*  
"That building known as Kitty's Cottage" and

2.

*ELW* *page 2*  
By adding after the words " The Old Church" on line three (3) of paragraph two  
(2) the following: "and Kitty's Cottage".

3.

That all other terms and obligations of both parties and their successors to said  
lease and transfer shall remain the same and shall apply to the "Kitty's Cottage" added  
hereto, the same as if originally incorporated therein and all terms and conditions therein  
and hereto are approved and adopted by the Mayor and Council of the City of Oxford, by  
resolution at the regular meeting of Mayor and Council the <sup>5 - 4 *ELW*</sup> 8th day of January, 1998.

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto set their  
hands and affixed their seals, the day and year first above written, this instrument being  
executed in duplicate with each copy being considered an original.

TOWN OF OXFORD, GEORGIA

By: *Don Turner*  
DON TURNER, Mayor

(CORPORATE SEAL)



OXFORD HISTORICAL SHRINE SOCIETY, INC.

By: Eva W. Sittler  
President

Martha M. Farney  
Secretary

(CORPORATE SEAL) (NA)

**City of Oxford**  
**Invoices >=\$1,000**  
**Paid April 2023**

VENDOR	DESCRIPTION	AMOUNT
<b>RECURRING CHARGES</b>		
<b>Newton County Board of Commissioners</b>	Water Purchased for Resale – March 2023; Invoice #3079	16,534.00
<b>Newton County Board of Commissioners</b>	Landfill Fees, March, 2023	1,200.03
<b>Newton County Water &amp; Sewerage Authority</b>	Sewer Treatment Fees, 2/27/2023 – 3/30/2023	6,872.79
<b>Georgia Municipal Association</b>	GMEBS Life & Health Insurance May 2023 Premium, invoice #334547	15,069.94
<b>Georgia Municipal Association</b>	GMEBS Retirement, April 2023, invoice #438790	5,780.92
<b>Georgia Municipal Association</b>	2023 Estimated Annual Workers Compensation Premium, invoice #329104	17,915.00
<b>Municipal Electric Authority of Georgia (MEAG)</b>	Monthly Electric Purchases for March 2023 (Total Cost - \$97,326.38 less Year End Settlement of \$34,085.10)	63,241.28
<b>Electric Cities of Georgia</b>	Consulting and planning services for April 2023	5,588.00
<b>Southeastern Power Administration (SPA)</b>	SEPA Energy Cost – March 2023 – invoice #B-23-1451	2,970.87
<b>IRS</b>	Federal Payroll Taxes, April 2023	15,164.84
<b>VC3, Inc.</b>	IT monthly services, March 2023, invoice #104832	2,706.02
<b>Courtware Solutions</b>	Licensing, support and maintenance for Municipal Court case management – March 2023	1,200.00
<b>Latham Home Sanitation</b>	Residential and Commercial Waste Removal Services March 2023	7,372.89

VENDOR	DESCRIPTION	AMOUNT
<b>PURCHASES/CONTRACT LABOR</b>		
<b>C. David Strickland, P.C.</b>	Legal services, March, 2023	2,385.00
<b>Freeman Law Firm</b>	Municipal Court Solicitor services, December 2022 – March 2023	2,300.00
<b>Bureau Veritas</b>	Building permit fees, December 2022-February 2023	1,681.95
<b>Biren Patel Engineering</b>	Archer Aviation RFP Response	1,035.00
<b>Carter &amp; Sloop</b>	2022 Stormwater Report	2,500.00
<b>Keck + Wood</b>	Emory Street Sidewalk Plan Development Phase (earned \$9685.50 of total phase fee of \$39,000 – 24.8%)	9,685.50
<b>Wade Ford</b>	Purchase of 2022 Ford Explorer vehicle for police department (paid from SPLOST 2017 funds) – P. O. #14918	37,900.00
<b>Anixter, Inc.</b>	Electric supplies, P.O. 14956	1,110.84
<b>Cintas</b>	Uniform expenses for Public Works, February-March 2023	1,336.05
<b>Pi-Jon, Inc.</b>	Purchase of fuel, 1,200 gallons gasoline @\$2.924/gallon, 595 gallons diesel @\$3.609/gallon	5,680.37
<b>Sensus</b>	Box of twelve (12) water meters, P.O. 14406	1,479.36
<b>Utility Service Co., Inc.</b>	Quarterly Water Tank Maintenance, invoice #578527	3,122.62
<b>Arbor Equity, Inc.</b>	Tree pruning, invoice #13719	6,600.00